6350

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Gaines

Wasson Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	440/453/91
L226	Conoco Inc.	Partnership Properties Co.	440/525/94
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	440/596/98

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	440/486/92
L326	Conoco Inc.	Partnership Properties Co.	440/557/95
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	440/625/99

STATE OF Texas

COUNTY OF Glasscock

Howard Glasscock Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	198/1/4378
L226	Conoco Inc.	Partnership Properties Co.	199/1/4381
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	200/1/4285

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	198/407/4379
L326	Conoco Inc.	Partnership Properties Co.	199/417/4382
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	200/414/4386

[redacted] [redacted] [redacted]

635(00)

EXHIBIT B

(Attached to and made part of Conveyance of Overriding Royalty Interests, dated as of December 31, 1984, from AMERICAN ROYALTY PRODUCING COMPANY, et al., to AMERICAN ROYALTY PARTNERSHIP)

REQUIRED CAPITAL EXPENDITURES

Year	Annual Total	Amount for Each Accounting Month
1985	$33,668,914	$2,805,740
1986	$16,635,428	$1,386,285
1987	$20,294,115	$1,691,175
1988	$ 2,035,145	$ 169,595
1989	$ 2,166,345	$ 176,360
1990	$ 4,253,053	$ 354,440
1991	$ 4,567,921	$ 380,660
1992	$ 2,107,558	$ 175,630

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

203295

Lease Serial No.
W-0320214

Lease effective date
November 1, 1965

PART I

RECORDED September 13, 1984 3:00 P M
IN BOOK 73 Oil & Gas PAGE 1
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 12.50 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, without warranty or recourse.

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 34: Lots 1,2,3,4, N½S½, N½ (All)
Section 35: Lots 1,2,3,4, N½S½, N½ (All)

Insofar and only insofar as said lease affects all depths, intervals and formations below the top of the Gannett formation, being the stratigraphic equivalent of a log top of 9,630 feet in the Humble Hoback #2 Well in Section 15, Township 28 North, Range 115 West.

Containing 1,302.04 acres, more or less
Sublette County, Wyoming

Assignor reserves herein all rights to all depths, intervals, and formations above the top of the Gannett Formation, as defined herein, together with such surface and other rights as are required to reasonably exercise the reserved leasehold rights.

3. Specify interest or percent of operating rights being conveyed to assignee	12½% of 100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 3rd day of August, 19 84.

ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP

By: William G. Helis

(Assignor's Signature)

William G. Helis, Jr., Managing Partner

912 Whitney Building
(Assignor's Address)

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

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

661413 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 4th day of September, 1984.

EXXON CORPORATION

BY: William R Campbell
(Assignee's Signature)

William R. Campbell, Attorney-in-Fact

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

HOUSTON, TEXAS 77252
(City) (State) (Zip Code)

[redacted] knowingly and willfully to make to any department or agency of the United

STATE OF LOUISIANA
PARISH OR ORLEANS

On this 13th day of August, 1984, before me personally appeared WILLIAM G. HELIS, JR., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

My commission is for life.

Notary Public

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 September, 1984.

WITNESS my hand and official seal.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

My Commission Expires:

February 9, 1985

Residing At: 750 W. Hampden Avenue
Englewood, Colorado 80010

[redacted] [redacted] [redacted]

Form 3100-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APP[redacted] OMB NO. 42-R[redacted] Wy-692

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

Lease Serial No.
W-38071

Lease effective date
February 1, 1973

PART I

1. Assignee's Name

Energetics Operating Company

Address (include zip code)
116 Inverness Drive East
Englewood, Colorado 80112-5397

203308

RECORDED Sept 14 1984 2:00 P
IN BOOK 73 Misc PAGE 3
FILED for Record Judy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 111 West
Section 21: SW/4
containing 160 acres, more or less
Sublette County, Wyoming

From the surface of the ground to the stratigraphic equivalent of 12,250 feet encountered in the Chorney Federal #30-21, located in the SE/4SW/4 Section 21, Township 28 North, Range 111 West, Sublette County, Wyoming.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	2%
6. Specify overriding royalty previously reserved or conveyed, if any	6.909926

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

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

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

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

Executed this 28th day of September, 1983.
C & K PETROLEUM, INC.

for Del C. Viggand (Assignor's Signature) Vice President — 1125 17th Street, Suite 2040 (Assignor's Address)

ATTEST:
Samuel O. Kuntz, Assistant Secretary — Denver (City) Colorado (State) 80202 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____ (Authorized Officer)

ORIGINAL +to BLM 12/2/83

15960 WY692 jm (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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B-WY-048

PART II

ORIGINAL LOCATION

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 18th day of November, 1983

ENERGETICS OPERATING COMPANY

Jan Mlb

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

116 Inverness Drive East
(Assignee's Address)

ATTEST:

Lou Switzer, Assistant Secretary

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPHOE)

The foregoing instrument was acknowledged before me this 18th day of November, 1983, 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.

My commission expires: 7-26-86

Notary Public

My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

Residence

Address

STATE OF Colorado
County of Denver } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this 21 day of August A. D., 1984, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Del L. Wiegand

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires 12-17-85

Notary Public

1125 17th St. #2040
Denver, CO 80202

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

03309 EXECUTED THIS 24th day of August, 1984.

RECORDED September 14 1984 2:00 PM
IN BOOK 73 Dr 2 PAGE 5
FEES $8.00 Lois York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

Walstrom Fed. 30-1
ONTARIO
WY-650

Trans. # 513

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of August, 1984, by Joseph C. Mencin, as Agent and Attorney-in-Fact, for Energetics Operating Company.

Witness my hand and official seal.

My Commission Expire:

Aug. 7, 1988

Notary Public

Address: My Commission Expires Aug. 7, 1988
6938 East Easter Place
Englewood, Colorado 80112

Attached to and made a part of that certain Assignment of Overriding Royalty dated August 24, 1984 from Energetics Operating Company to Energetics Royalty Corporation.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15274	USA-W-64985	L. A. Walstrom, Jr.	October 1, 1978	T27N-R112W Sec. 1: SW/4 Sec. 2: Lot 8, NE¼SW¼, S½NW¼, SE¼ Sec. 12: N½NW¼ Sublette County, Wyoming	Not Available	

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–2[illegible])

RECEIVED
APR 19 1976
GEOLOGICAL SURVEY
CASPER, WYOMING

W 54466
(Serial Number)

Name: Barry K. Veal
Street: 820 Denver Center Building
City: 1776 Lincoln Street
State: Denver, CO 80203
Zip Code:

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

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

T. 28 N., R. 111 W., 6th Prin. Mer.
Section 17: All
Section 20: W½

203310

RECORDED September 14 1984 2:00 PM
IN BOOK 73 Misc PAGE 8
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stucie

R-RC
HFO Sdw

LANDS IN OFFER WERE NOT WITHIN
A KNOWN GEOLOGIC STRUCTURE ON
APR 19 1976
Area Geologist
For the Director
U.S. Geological Survey

Containing a total of	960.00	acres	Annual Rental . . . . . $ 480.00

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

Effective date of lease: MAY 1 1976

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

APR 22 1976
(Date)

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

APR 01 1983

BUREAU OF LAND MANAGEMENT

[redacted] [redacted] WY [redacted] ORIGINAL

[redacted]

LEASE [redacted] S

[redacted]

1. *Rights of lessee.*—The lessee is granted the ...sive right and privilege to drill for, mine, extract, remove, ... dispose of all the oil and gas deposits, except helium gas, ... the lands leased, together with the right to construct and ...nta... thereupon, all works, buildings, plants, waterways, ...ls, tel...raph or telephone lines, pipelines, reservoirs, tanks, ...ping stations, or other structures necessary to the full enjoy... ... for a period of 10 years, and so long thereafter as ... or gas is produced in paying quantities, subject to any unit ...ement heretofore or hereafter approved by the Secretary of ... unless otherwise provided herein, the provisions of said agreement to govern the lands ...ect hereto where inconsistent with the terms of this lease.

2. [illegible] lessee agrees:

...(1) To file any bond required by this lease and ... ...cordance with regulations and until such bond is filed not to enter ... ...ct regulations and until such bond is filed not to enter ... ...the land under this lease. (2) To maintain any bond furnished ... ...the lease as a condition for the issuance of this lease. (3) ... ...penalty thereof in a sum double the amount of $2 per acre an... ...ntals but not less than $1,000 nor more than $10,000, ...the relinquishment of any part of the leased land within the ... ...surface structure of a producing oil or gas field. (4) ... ...bond prior to beginning of drilling operations and main... ...bond at all times thereafter as required by the lessor a bond in ... ...general sum of $100,000 with approved corporate surety, or ... ...deposit of United States bonds as surety therefor, conditioned ... ...in compliance with the terms of this lease, unless a bond in ... ...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 ... ...general sum of not less than $1,000 in those cases in which ... ...bond is required by law for the protection of the owners of sur... ...rights. In lieu of any of the bonds described herein, the ... ...lessee may file such other bond as the regulations may permit.

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

(c) *Wells.*—(1) To drill and produce all wells necessary to ... ...protect the leased land from drainage by wells on lands not the ... ...property of the lessee, or lands of the United States leased at a ... ...lower royalty rate, or as to which the royalties and rentals are ... ...or in lieu ...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 con... ...formity 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 ... ...on amounts or value of production removed or sold from the ... ...leased lands as follows:

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

(a) If the lands are wholly outside the known geologic struc... ture 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 geo... logic 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; and

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

Minimum royalty.—Commencing with the lease year begin... ...ning 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 subpara... graph (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 Regula... tions (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior ... ...may establish reasonable minimum values for purposes of com... puting 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 de... livered 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 fol... lowing 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 encour... aging 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 lessee cannot be successfully operated under the ... ...terms hereof.

(e) *Payments.*—Unless otherwise directed by the Secretary ... ...of the Interior, to make rental, royalty, or other payments to the ... ...lessor at the proper office of the Bureau of Land Management as the ... ...lessor may designate, in the regulations, or as directed by the ... ...supervisor of the producing oil or gas field in which any of the ... ...leased lands are situated. If there is no such designation or if ... ...payment is by commercial check, the failure to pay rental on or before the ... ...anniversary date shall automatically terminate the lease by operation of law. If the last day of the time for payment falls on a day on ... ...which the proper office for the receipt of payments is not open ... ...for business, payments will be considered 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 con... strued 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 state... ments 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 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 accepta... ble to or prescribed by the lessor of all wells drilled on the ... ...leased lands, and an acceptable record of all subsurface inves... tigations 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 rela... tive 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 prop... erty 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 work... men 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 dur... ing 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 employ... ment 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 work... ers' 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, regu... lations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports re... quired 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 non... discrimination 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 ex... empted 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 con... tracting agency may direct as a means of enforcing such provi... sions 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 agree... ments 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 operat... ing the same which may be operated accessible to the oil or ... gas derived from lands under this lease, to accept and convey, ... if a purchaser of such products to purchase at reasonable rates and ... without discrimination the oil or gas of the Government or of any ... holder or company not the owner of any pipeline, operating a ... leasehold 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 in... cluded 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, mineral resources, and improve... ments.*—The lessee agrees to take such reasonable steps as may ... be needed to prevent operations on the leased lands from un... necessarily: (1) causing or contributing to soil erosion or dam... aging 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 the ... 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 or scientific interest.* ... When American antiquities or other objects of historic or scien... fic interest including but not limited to historic or prehistoric ... ruins, fossils or artifacts are discovered in the performance of ... this lease, the item(s) or condition(s) will be left intact and ... immediately brought to the attention of the contracting officer or ... his authorized representative.

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

(s) *Deliver premises in case of forfeiture.*—To deliver up ... to the lessor in good order and condition the land leased, includ... ing 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 ease... ments 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 other... wise 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 ex... tracted 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 ... gas shall be returned to the lessee, with no substantial delay in the ... delivery of the gas produced from the well to the owner or pur... chaser thereof. Save for the value of the helium extracted, the ... lessee shall not suffer a diminution of the value of the gas pro... duced 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 re... serves 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 ex... traction 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 royalty.*—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 agree... ments 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 con... tinued 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., after termination.*—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, equip... 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 the lessor upon 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 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 regula... tions 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 permanent installation 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 can... cellation and forfeiture of this lease for any other cause of ... cancellation and forfeiture, or for the same cause occurring at ... any other time.

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

Sec. 9. *Unlawful interests.*—If it is also further agreed that ... no Member of, or Delegate to, Congress, or Resident Commis... sioner, after his election or appointment, or either before or ... after he has qualified and during his continuance in office, and ... that no officer, agent, or employee of the Department of the ... Interior, except as provided in 43 CFR 7.4(a)(3), shall be ad... mitted to any share or part in this lease or derive any benefit ... that may arise therefrom; and the provisions of Section 3741 of ... the Revised Statutes of the United States, 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.

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Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by
Tallack's Inc., Denver 266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1509

Serial No. W-54466

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

C & K Petroleum, Inc.
Suite 1700, 1600 Broadway
Denver, Colorado 80202

203311

RECORDED September 14 1983 2:00 PM
IN BOOK 83 O & G PAGE 10
FEES $6.00 Lavon York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) May 1, 1976, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 28 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: W½
Sublette County, Wyoming
Containing 960.00 acres, more or less

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 01 1983
BUREAU OF LAND MANAGEMENT

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions: specify percentage.) 5% of 8/8ths
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 3rd day of May, 19 76

Harry K. Veal (Assignor's Signature)
SS #442-28-0956

820 Denver Center Building
1776 Lincoln Street, Denver, Colorado 80203
(Assignor's Address)

Denver (City) Colorado (State) 80203 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 18 1976
(Date)

FILED
JUN 14 1976
BUREAU OF LAND MANAGEMENT
CASPER, WYOMING

NOTE: [redacted] may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form [redacted] ce with the provisions of 43 CFR 3106 [redacted]

ORIGINAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

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

Executed this 4th day of May , 19 76

C & K PETROLEUM, INC.

W. C. Tillett

W. C. Tillett, (Assignee's Signature) Vice President

FOR CORPORATE QUALIFICATIONS
SEE NM - 0558400

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

APR 01 1983

BUREAU OF LAND MANAGEMENT

Suite 1700, 1600 Broadway
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 3rd day of May, 1976., personally appeared Harry K Veal

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

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

My Commission Expires March 25, 1980

Joyce E Lobo
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.

WY692
15141

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1064-3

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-54466

Lease effective date
5/01/76

PART I

Assignee's Name
Energetics Operating Company

Address *(include zip code)*
116 Inverness Drive East
Englewood, Colorado 80112-5397

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T28N, R111W
Sec. 17: W/2
Sec. 20: SW/4
containing 480 acres, more or less
From the surface of the earth to the stratigraphic equivalent ~~of 100 feet below the depth~~ of 11,522 feet, as encountered in the Veal Federal #10-20 well located in the SW/4NW/4 of Section 20, T28N, R111W, Sublette Co., Wyoming.

NR
OSW

503312

RECORDED September 14 1984 2:00 P M
IN BOOK 73 O&G PAGE 12
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stine

3. Specify interest or percent of operating rights being conveyed to assignee	60% of 50%
4. Specify interest or percent of operating rights being retained by assignor	40% of 50%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	7.907926%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 9th day of April, 1984, but effective as of the date of first sale of production from the Veal Fed. #10-20.

ENSTAR PETROLEUM COMPANY, a division of ENSTAR Corporation
(successor in interest by merger of C & K Petroleum)

Del L. Wiggand
Del L. Wiggand (Assignor's Signature) Vice President

1125 - 17th Street, Suite 2040
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

ORIGINAL TO BLM 6/4/84 WY692
15141

(Title) (Date)

NOTE: This fo[redacted] produced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance wi[redacted]s of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

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

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

Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.

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

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

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

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

Executed this 3rd day of May, 1984.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin (Assignee's Signature)

Joseph C. Mencin, Agent and Attorney-in-Fact

116 Inverness Drive East (Assignee's Address)

Englewood, CO 80112-5397 (City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF Colorado }
County of Denver } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this 9th day of April A. D., 19 84, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Del L. Wiegand

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Debra Ann Hennessey
Notary Public

My commission expires [illegible]

ROUTINE USES:

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

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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
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

14

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-54466

Lease effective date
5/01/76

PART I

1. Assignee's Name

Energetics Operating Company

Address *(include zip code)*
116 Inverness Drive East
Englewood, Colorado 80112-5397

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T28N, R111W
Sec. 20: NW/4
containing 160 acres, more or less
From the surface of the earth to the stratigraphic equivalent ~~of 100 feet below the depth~~ of 11,522 feet, as encountered in the Veal Federal #10-20 well located in the SW/4NW/4 of Section 20, T28N, R111W, Sublette Co., Wyoming.

not to scale

203313

RECORDED September 14 1984 2:00 P M
IN BOOK 23 Orig PAGE 14
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 50%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	2% of 50%
6. Specify overriding royalty previously reserved or conveyed, if any	7.909926%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 30th day of April, 1984, but effective as of the date of first sale of production from the Veal Fed. #10-20.
ENSTAR PETROLEUM COMPANY, a division of ENSTAR Corporation
(Successor in Interest by merger of C & K Petroleum)

Del L. Wiegand (Assignor's Signature) Vice President

1125 - 17th Street, Suite 2040
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

ORIGINAL TO BLM 6/4/84

WX-692
5141

(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.

[redacted] [redacted] [redacted]

4/10

PART II

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

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

Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.

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

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

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

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

Executed this 3rd day of May, 19 84.

ENERGETICS OPERATING COMPANY

Joseph C Mencin
(Assignee's Signature)

Joseph C. Mencin, Agent and Attorney-in-Fact

116 Inverness Drive East
(Assignee's Address)

Englewood, CO 80112-5397
(City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF Colorado }
County of Denver } ss. *(ACKNOWLEDGMENT FOR CORPORATION)*

On this 9th day of April A. D., 19 84, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Del L. Wiegand

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Debra Ann Hennessey
Notary Public

My commission expires 12-17-85

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

16

ASSIGNMENT OF OVERRIDING ROYALTY

1982 JAN 28 P 1:55

KNOW ALL MEN BY THESE PRESENTS: M-53466

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW, 5290 East Nassau Circle, Englewood, Colorado 80110 5/6 and

RONALD E. MANDO, 11063 Claire Circle, Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described and/or in the event the Assignor owns less than the full interest in and to the lease (s) herein described then it is expressly understood that the overriding royalty herein conveyed shall be proportionately reduced.

203314

RECORDED September 14 1984 2:00 PM
IN BOOK 73 Oref PAGE 16
FEES 6.25 Lois Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M. Shire

IN WITNESS WHEREOF we hereunto set our hands and seal this 23rd day of November, 1981.

ATTEST:

William T. Wood
William T. Wood Assistant Secretary

WOODS PETROLEUM CORPORATION

Larry L. Miles Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of November, 19 81, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

May 3, 1983

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

Mike Pruitt
Mike Pruitt Notary Public

APR 01 1983

BUREAU OF LAND MANAGEMENT

WY692
1514

Assignment of Overriding Royalty
dated November 23, 1981 from
Woods Petroleum Corporation to
Howard E. Marlow and Ronald E. Hando

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION
				INSOFAR ONLY as said leases cover the following described lands from the surface down to the stratigraphic equivalent of 12,675 feet as encountered in the USA Reardon 17-1 Well, located SW NE Section 17-28N-111W:
.0855-1	U.S.A. W-54466	Harry K. Veal	5-1-76	All Sec. 17 and W/2 Sec. 20-28N-111W
11981-1	U.S.A. W-38071	Joan Chorney	2-1-73	S/2 Sec. 21-28N-111W
12063-1	U.S.A. W-55251	Vonda J. Anderson	7-1-76	Lot 1, SE/4 NE/4, E/2 SW/4, SE/4 Sec. 5, All Sec. 8-28N-111W
12064-1	U.S.A. W-55628	H. E. Bergen	8-1-76	N/2 Sec. 21-28N-111W

18

BLANKET RELEASE OF OIL AND GAS LEASES

7-31-84
CMB

GKF; 8-37139-01

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 31st day of July, 19 84.

203342

GULF OIL CORPORATION

By W. R. WIMBISH Attorney in Fact

RECORDED September 18 1984 8:00 AM
BOOK 43 Misc PAGE 18
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF WYOMING
COUNTY OF NATRONA } SS.

On this 6th day of September, 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.

My commission expires April 2, 1986

Notary Public
MARK C. JACOBSEN - Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 2, 1986

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA } SS.

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 above written.

_____
Notary Public

My commission expires_____

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA } SS.

Arkansas

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_____

SUBLETTE County, State of WYOMING

	Description
Lease No. 8-37139-01 Date 3-5-79 Lessor Edward L. Sargent, et ux Lessee Gulf Oil Corporation Recorded — Book 57 Page 233	T-35N - R113W Sec. 14: W/2 NW/4, NW/4 SW/4 Sec. 15: NE/4 NE/4, S/2 N/2, S/2
Lease No. 8-37139-02 Date 3-5-79 Lessor Bert L. Sargent, et ux Lessee Gulf Oil Corporation Recorded — Book 57 Page 243	SAME AS ABOVE DESCRIPTION
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	
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

20

3106-5
ober 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.
USA-W-57819

Lease effective date
March 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

ssignee's Name
Raymond Oil Company, Inc.

ddress (include zip code)
One Main Place, Suite #900
Wichita, Kansas 67202

undersigned, as owner of 5.25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns
e assignee shown above, the record title interest in and to such lease as specified below.

escribe the lands affected by this assignment	Assignment approved as to lands described below
Township 30 North, Range 114 West, 6th P. M. Section 31: The East half of the West half (E/2W/2), containing 160 acres, more or less. Sublette County, Wyoming 203343	RECORDED September 18 1984 8:00 A M IN BOOK 73 Oil PAGE 20 FEES $6.00 Lainey Yale COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy M Steele SAME LAND DESCRIPTION AS ITEM 2

Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
Specify interest or percent of record title interest being retained by assignor, if any	-0-
Specify overriding royalty being reserved by assignor	-0-
Specify overriding royalty previously reserved or conveyed, if any	5.00%

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.

is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to erriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

ecuted this 3rd day of February, 1984

BETA EXPLORATION, INC.

By Kenneth R. Dreher (Assignor's Signature) President

410 Seventeenth Street, #2450
(Assignor's Address)

ATTEST: SEAL

By Paul McBride Secretary, Paul McBride

Denver Colorado 80202
(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.

THE UNITED STATES OF AMERICA

ssignment approved effective APR 01 1984

By J. K. Apodaca (Authorized Officer)
8. Yrez
for ACTING Chief, Oil & Gas Section

JUN 18 1984

[redacted] (Title) FOR ASSIGNEE [redacted]

[redacted] [redacted] [redacted]

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 8th day of February, 19 84.

RAYMOND OIL COMPANY, INC.

Wm. M. Raymond
(Assignee's Signature)

Wm. M. Raymond, President

One Main Place, Suite 900
(Assignee's Address)

Wichita, Kansas 67202
(City) (State) (Zip Code)

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

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 Colorado }
COUNTY OF Denver } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 3rd day of February, 19 84, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Ray F. Dietrich, president of Beta Exploration, Inc., a corporation of the State of Colorado, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires June 15, 1986

Mary W. Hardaway
Notary Public

Mary W. Hardaway
410 Seventeenth Street, Suite #2450
Denver, Colorado 80202

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.

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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.
USA-W-57819

Lease effective date
March 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Raymond Oil Company, Inc.

Address (include zip code)
One Main Place, Suite #900
Wichita, Kansas 67202

The undersigned, as owner of 2.0800 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 30 North, Range 114 West, 6th P. M.
Section 31: The East half of the West half (E/2W/2), containing 160 acres, more or less.

203344

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

RECORDED September 18 1984 8:00 AM
BOOK 13 Misc PAGE 22
FEES $ 6.00 Laura Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stine

Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
Specify interest or percent of record title interest being retained by assignor, if any	-0-
Specify overriding royalty being reserved by assignor	-0-
Specify overriding royalty previously reserved or conveyed, if any	5.00%

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 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 3rd day of February, 19 84.

BRINKERHOFF ENTERPRISES, LTD.

By Zach F. Brinkerhoff, Jr. General Partner
(Assignor's Signature)

Suite #3410, Anaconda Tower
555 Seventeenth Street
(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 APR 0 1 1984

By [redacted] (Authorized Officer)

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

JUN 18 1984

NOTE: This form may be reproduced provided that copies are exact replicas of sheet of both sides of this official form in accordance

[redacted] [redacted] [redacted]

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 7th day of March , 19 84 .

RAYMOND OIL COMPANY, INC.

(Assignee's Signature)

Wm. M. Raymond, President

One Main Place, Suite 900
(Assignee's Address)

Wichita, Kansas 67202
(City) (State) (Zip Code)

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

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 Colorado }
COUNTY OF Denver } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 3rd day of February, 1984, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Zach K. Brinkerhoff, Jr. General Partner ~~president~~ of Brinkerhoff Enterprises, Ltd., a corporation of the State of Colorado, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires ~~My Commission expires August 13, 1985~~

Cynthia A Riedel
Cynthia A. Riedel, Notary Public

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

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

ROUTINE USES:

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

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

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 - 889

24

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.
USA-W-57819

Lease effective date
March 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Raymond Oil Company, Inc.

Address (include zip code)
One Main Place, Suite #900
Wichita, Kansas 67202

The undersigned, as owner of 4.685 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 30 North, Range 114 West, 6th P.M.

Section 31: The East half of the West half (E/2W/2), containing 160 acres, more or less.
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

203345

RECORDED September 18 1984 8:00 AM
IN BOOK 73 Deeds PAGE 24
FEES $6.00 Lenny 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	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.00%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 6th day of July, 19 84.

MHB PROPERTIES
M. H. Brinkerhoff
(Assignor's Signature)
M.H. Brinkerhoff, General Partner

Suite #3410, Anaconda Tower
555 Seventeenth Street
(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 AUG 01 1984

By Rebecca L. Hampton
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

AUG 08 1984
(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 regulations at 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 8th day of July, 19 84.

RAYMOND OIL COMPANY, INC.

Merlin Raymond
(Assignee's Signature)

M. M. Raymond, President

One Main Place, Suite 900
(Assignee's Address)

Wichita, Kansas 67202
(City) (State) (Zip Code)

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

STATE OF Colorado
COUNTY OF Denver } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 6th day of July, 1984, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came M. H. Brinkerhoff, General Partner ~~President~~ of MHR Properties, a corporation of the State of Colorado, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires My Commission expires August 13, 1985

Cynthia A Riedel
Cynthia A. Riedel, Notary Public

NOTICE

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

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

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

ROUTINE USES:

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

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

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 897 - 559

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.
USA-W-57819

Lease effective date
March 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name
Raymond Oil Company, Inc.

Address (include zip code)
One Main Place, Suite #900
Wichita, Kansas 67202

The undersigned, as owner of 4.685 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 30 North, Range 114 West, 6th P. M. Section 31: The East half of the West half (E/2W/2), containing 160 acres, more or less.	203346 SAME LAND DESCRIPTION AS ITEM 2

RECORDED September 18 1984 8:00 A.M.
IN BOOK 73 Misc PAGE 96
FEES $6.00 Sandy Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stine

Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
Specify interest or percent of record title interest being retained by assignor, if any	-0-
Specify overriding royalty being reserved by assignor	-0-
Specify overriding royalty previously reserved or conveyed, if any	5.00%

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 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 3rd day of February, 19 84.
R W B OIL CORPORATION

By J.H. Brinkerhoff (Assignor's Signature) Vice President

ATTEST:

By R.D. Mansbridge Assistant Secretary

Suite #3410, Anaconda Tower
555 Seventeenth Street
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1984

By [signature] (Authorized Officer)

Acting Chief, Oil & Gas Section (Title)

JUN 18 1984 (Date)

FOR ASSIGNEE

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this original form in accordance with regulations 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 7th day of March, 1984.

RAYMOND OIL COMPANY, INC.

(Assignee's Signature)

Wm. M. Raymond, President

One Main Place, Suite 900
(Assignee's Address)

Wichita, Kansas 67202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 Colorado }
COUNTY OF Denver } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 3rd day of February, 1984, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came M. H. Brinkerhoff Vice-president of R W B Oil Corporation a corporation of the State of Colorado, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires My Commission expires August 13, 1985

Cynthia A Riedel
Cynthis A. Riedel, Notary Public

ROUTINE USES

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

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

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 837-860

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.
USA-W-57819

Lease effective date
March 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Raymond Oil Company, Inc.

Address (include zip code)
One Main Place, Suite #900
Wichita, Kansas 67202

The undersigned, as owner of 19.79 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 30 North, Range 114 West, 6th P.M. Section 31: The East half of the West half (E/2W/2), containing 160 acres, more or less. Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2 203347

RECORDED September 18 1984 8:00 AM
IN BOOK 73 Misc PAGE 28
FEES $ 6.00 Darcy York 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	-0-
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	5.00%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 5th day of July, 19 84.

ZKB PROPERTIES

Zach K. Brinkerhoff, Jr.
(Assignor's Signature)

#3410 Anaconda Tower
555 Seventeenth Street
(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 AUG 01 1984

By Rebecca L. Hampshire
(Authorized Officer)

for ACTING

Chief, Oil & Gas Section
(Title)

AUG 08 1984

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

[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 8th day of July, 1984.

RAYMOND OIL COMPANY, INC.

(Assignee's Signature)

Wm. M. Raymond, President

One Main Place, Suite 900
(Assignee's Address)

Wichita, Kansas 67202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 Colorado }
COUNTY OF Denver ✓ } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 6th day of July, 19 84, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Zach K. Brinkerhoff, Jr. General Partner ✓ president of ZKB Properties, a corporation of the State of Colorado, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires My Commission expires August 13, 1985 ✓

Cynthia A Riedel ✓
Cynthia A. Riedel, Notary Public

NOTARY PUBLIC STATE OF COLORADO

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 obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 860

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned YELLOWSTONE RESOURCES, INC., 1726 Champa Street, Suite 300, Denver, Colorado 80202, hereinafter referred to as Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto R. RONALD SCHNIER, of P.O. BOX 3247, ENGLEWOOD, COLORADO 80155, hereinafter referred to as Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of One Percent (1%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described and pursuant to that certain oil and gas lease described as follows:

See EXHIBIT "A"

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

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

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

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above-described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 12th day of April, 1982.

203381

ATTEST:

THOMAS E. ST. JOHN, Secretary

YELLOWSTONE RESOURCES, INC.

E. THOMAS CAVANAUGH, Vice President of Exploration

STATE OF COLORADO)
) ss. ACKNOWLEDGEMENT
COUNTY OF DENVER)

On this 11th day of July, A.D. 1982, before me personally appeared E. Thomas Cavanaugh, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Exploration of Yellowstone Resources, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. Thomas Cavanaugh acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of July, A.D. 1982.

My Commission Expires: 7-25-84

Charlene Plowman, Notary Public
999 18th Street, Suite 1300
Denver, CO 80202

EXHIBIT "A"
Attached to and made a part of
that certain Assignment of Overriding Royalty Interest dated April 12, 1982
from Yellowstone Resources, Inc., to R. Ronald Schnier

WYOMING

YELLOWSTONE LEASE #	LESSOR/LEASE #	DESCRIPTION	ACRES GROSS/NET	EXPIRATION DATE	LAND OWNER ROYALTY	OTHER BURDENS
-1 W-57023	U.S.A. W-57023	T. 51 N., R. 92 W. Sec. 7: Lots 5, 6, 7, 9, 10, 11, E½ of Lot 12, Lot 16 and E½ Big Horn County	630.56	1/ 1/87	12½%	2% to G- P. Ta-
-2 W-68043	U.S.A. W-68043	T. 16 N., R. 92 W. Sec. 22: N½, SW¼, W½SE¼ Carbon County	560.00	7/ 1/89	12½%	
-3 W-68317	U.S.A. W-68317	T. 46 N., R. 67 W. Sec. 1: Lot 1, S½S½, NE¼SE¼ Sec. 2: S½S½ Sec. 13: S½N½, NE¼NE¼ Weston County	599.96	8/ 1/89	12½%	
-4 W-68384	U.S.A. W-68384	T. 43 N., R. 93 W. Sec. 6: Lots 3, 4, 5, SW¼NE¼, SE¼NW¼ T. 43 N., R. 94 W. Sec. 1: Lot 3, S½NE¼ Sec. 3: S½SW¼ Sec. 10: W½SW¼, SE¼SW¼, SE¼ Hot Springs County	672.01	8/ 1/89	12½%	
-5 W-68822	U.S.A. W-68822	T. 33 N., R. 112 W. Sec. 1: Lots 2, 3, 4, S½N½, S½ Sublette County	599.74	9/ 1/89	12½%	
-6 W-69307	U.S.A. W-69307	T. 45 N., R. 63 W. Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ Sec. 6: SE¼SE¼ Sec. 7: SW¼SE¼ Weston County	718.30	11/ 1/89	12½%	
-7 W-69337	U.S.A. W-69337	T. 43 N., R. 74 W. Sec. 21: SE¼ Sec. 22: SW¼NE¼, W½W½, SE¼NW¼, E½SW¼, NW¼SE¼ Campbell County	520.00	11/ 1/89	12½%	

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL BY THESE PRESENTS, THAT:

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE is given by WILLIAMS EXPLORATION COMPANY, a Delaware corporation, ("WXC") whose address is 1111 Fannin Street, Suite 1100, Houston, Texas, 77002, and NORTHWEST EXPLORATION COMPANY, a Delaware corporation, ("NWX") whose address is 1725 Seventeenth Street, Denver, Colorado 80202 (being hereinafter referred to collectively as "Assignor"), to ULTRAMAR OIL AND GAS LIMITED, a Delaware corporation ("Ultramar"), whose address is 363 North Belt, Suite 1500, Houston Texas 77050 and GEOVEST ENERGY, INC., a Florida corporation ("GeoVest") whose address is One North Park E., Suite 324, 8950 Central Expressway, Dallas, Texas 75231 (being hereinafter referred to collectively as "Assignee").

WITNESSETH

WHEREAS, Assignor is vested with record title in and to oil, gas and mineral leases, or oil and gas leases operating rights, (hereinafter referred to as "Oil and Gas Leases") and other properties, rights, interests and estates, all of which Oil and Gas Leases and other rights and interests are described on Exhibit A attached hereto; and

WHEREAS, it is the intent of the Assignor under this Assignment to convey all its interest in the Oil and Gas Leases and other properties, rights, interests and estates hereinafter described to the Assignee.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby grant, sell, assign, transfer, set over and deliver, without warranties or covenants of title or otherwise, express or implied, in equal shares, to Ultramar and to GeoVest and their respective successors in title and assigns, effective as of 7:00 a.m. local time on April 1, 1984 (the "Effective Time"), all of the following properties and rights:

(a) All right, title and interest of Assignor in and to all of the Oil and Gas Leases described in Exhibit "A" attached hereto and made a part hereof for all purposes;

(b) The right, title and interest of Assignor in, to and under, or by virtue of or derived from all property and rights incident to the Oil and Gas including, but not limited to (i) all rights and privileges conferred upon the owner of each Lease with respect to the use and occupancy of the surface of and the subsurface depths under the land covered by any Lease which may be necessary or convenient to the possession and enjoyment thereof; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Lease being a part thereof, including all production from the pooled or communitized area or unit allocated to any such Lease and all interest in any wells within the pooled or communitized area or unit associated therewith; (iii) all rights in and to all agreements and contractual rights, easements, rights-of-way, servitudes and other estates which relate to the Oil and Gas Leases, the wells located thereon (or on any lands pooled, unitized

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IN BOOK 73 Ov D PAGE 32
FEES $20.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M Lewis

or communitized therewith), including, without limitation, all rights in, to and under or derived from all production sales contracts, operating agreements, pooling, unitization or communitization agreements, purchase, exchange and processing contracts and agreements, surface leases, permits, licenses, options, spacing, pooling and all other orders of governmental authorities having jurisdiction and all other contracts, agreements and instruments attributable to the Oil and Gas Leases, or the wells located thereon (or on lands pooled, communitized or unitized therewith), or the production, storage, treatment, transportation, processing or sale or disposal of oil, gas, other hydrocarbons, other minerals, water or other substances therefrom; and (iv) all of the real and personal property located on the Oil and Gas Leases or on a unit containing all or a part of such a Lease and charged to the account of the Leases, including without limitation, salt water disposal or injection wells, gas injection wells, well equipment, casing, tanks, buildings, tubing, rods, pumps, motors, fixtures, machinery and other equipment, compressors, flow lines, power lines, telephone and telegraph lines, roads, field processing plants and other improvements used in the operation thereof (hereinafter referred to as the "Incidental Rights"); provided, however, any personal property not necessary to the operation of any well which has been removed prior to the execution hereof shall be retained by Assignor.

The properties, rights, interests and estates specified in the foregoing clauses (a) and (b), are collectively referred to herein as the "Purchased Properties."

TO HAVE AND TO HOLD, all and singular, subject to the exceptions and reservations as herein set forth, the Purchased Properties unto the Assignee, its successors in title and assigns, forever, subject, however, to the following:

ARTICLE I
Burdens

The Assignment herein made is subject to the following matters and Ultramar and GeoVest each assume all obligations and liabilities attributable to the Oil and Gas Leases and arising subsequent to the Effective Time from:

(a) The terms, provisions, covenants and royalties set forth in the Oil and Gas Leases and the pooling, communitization and unitization agreements or orders including the Oil and Gas Leases;

(b) The terms and conditions of all existing valid orders, rules and regulations and ordinances of Federal, State and other governmental agencies;

(c) Any valid and subsisting oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, insofar and only insofar as the same are appurtenant to or relate to the Oil and Gas Leases;

(d) A proportionate part of all overriding royalty interests, restrictions, exceptions, reservations, burdens, encumbrances, conditions, limitations, interests, instruments, agreements and other matters, if any, which are of record in the states and counties identified in Exhibit "A" and which burden or affect the Purchased Properties;

(e) The terms and conditions contained in the joint operating agreements and unit operating agreements, if any, which cover and affect any of the Purchased Properties;

(f) All rights, duties and obligations arising from or pursuant to, the terms and conditions of any prospect agreements, any existing or executory farmout agreements, farmin agreements, letter agreements, contracts or other agreements which relate to any of the Purchased Properties;

(g) All taxes affecting or related to the Purchased Properties, including but not limited to, any windfall profits taxes, excise taxes, ad valorem taxes, production taxes and severance taxes (exclusive of Federal and state income taxes and franchise or other taxes imposed upon Assignors) incurred after the Effective Time.

The reference herein to the Burdens shall not, however, create, nor constitute a recognition of, any rights in third parties.

ARTICLE II
Disclaimer of Warranty

There are no warranties affecting the Purchased Properties, either express or implied. Further, with respect to any tangible personal property assigned hereby, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY NEGATED. Notwithstanding the foregoing, this Assignment is made with full rights of substitution and subrogation of Assignee, its successors in title and assigns, in and to all warranties and covenants heretofore given by others in respect of the Purchased Properties or any part thereof.

ARTICLE III
Further Assurances

So long as not prohibited by applicable law to so do, Assignor and Assignee and their respective successors in title and assigns will do, execute, acknowledge and deliver, all and every further acts, conveyances, transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to assure more fully to each other party hereto or its successsors in title or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this Assignment sold, assigned, transferred, set over and delivered, or otherwise vested in such other party or purported so to be.

ARTICLE IV
Governmental Assignments

Assignor, or Assignor and Assignée, have executed, or will execute, certain assignments of the Oil and Gas Leases and have executed, or will execute, certain separate assignments of individual oil and gas leases or interests therein which are included in the Purchased Properties for filing with and approval by the Minerals Management Service or other agency of the United States of America, (the "Governmental Assignments"). Assignor will use its best efforts to assist and cooperate with

Assignee in obtaining the approval of the Governmental Assignments by the governmental agency having jurisdiction thereof. The Governmental Assignments will (i) be executed, acknowledged and delivered to Assignee as promptly as possible and will be on forms agreed upon by Assignor and Assignee, or where appropriate, on forms prescribed or suggested by the entities and agencies having jurisdiction thereover; (ii) evidence the assignment of the applicable Purchased Properties herein made and will not constitute any additional assignment of such Purchased Properties, are not intended to modify, and shall not modify, any of the terms, covenants and warranties herein set forth (except to the extent the Governmental Assignments better describe and define the Oil and Gas Leases herein assigned), and are not intended to create and shall not create any additional covenants and warranties of or by Assignor to Assignee; and (iii) be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in each Governmental Assignment. Each Governmental Assignment and this Assignment shall, when taken together, be deemed to constitute but one assignment by Assignor of the applicable portion of the Purchased Properties as hereinabove set forth. This Assignment insofar as it pertains to those of the Purchased Properties as to which Governmental Assignments have been, or will be, executed for filing with and approval by the entity or agency having jurisdiction thereover, is made and accepted subject to the approval of the appropriate governmental entities and agencies and to the terms of such approval.

ARTICLE V
Counterparts

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, the counterpart to be recorded in a given county may contain only that portion of Exhibit A which describes property located in that county. Assignor and Assignee have each retained in counterpart of this assignment with a complete Exhibit A.

ARTICLE VI
Inurement

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized Secretary or Vice President and attested by its duly authorized Assistant Secretary on this 17th day of September, 1984, but effective for all purposes as of the Effective Time.

ATTEST:

NORTHWEST EXPLORATION COMPANY

By: _____
Its Assistant Secretary

By: _____
James A. Swagerty
Its Vice-President

ATTEST:

By: _____
Its Assistant Secretary

WILLIAMS EXPLORATION COMPANY

By: _____
James A. Swagerty
Its Vice-President

"Assignor"

ATTEST:

By: _____
Its Assistant Secretary

ULTRAMAR OIL AND GAS LIMITED

By: _____
Nace F. Mefford
Its Vice-President

ATTEST:

By: _____
Its Assistant Secretary

GEOVEST ENERGY, INC.

By: _____
Its Vice-President

"Assignee"

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of September, 1984 by James A. Swagerty, Vice-President of Williams Exploration Company, a Delaware corporation, on behalf of said corporation.

_____
Notary Public

(SEAL)

My Commission Expires:

FLORENCE PAGLIONE
Notary Public, State of Texas
My Commission Expires 5/15/88
Bonded by Carey C. Shaw

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On the 14th day of September, 1984, personally appeared before me James A. Swagerty, who being by me duly sworn, did say that he is the Vice-President of Williams Exploration Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said James A. Swagerty acknowledged to me that said corporation executed the same.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

FLORENCE PAGLIONE
Notary Public, State of Texas
My Commission Expires 5/15/88
Bonded by Carey C. Shaw

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of September, 1984 by James A. Swagerty, Vice-President of Northwest Exploration Company, a Delaware corporation, on behalf of said corporation.

Florence Paglione
Notary Public

(SEAL)

My Commission Expires:

FLORENCE PAGLIONE
Notary Public, State of Texas
My Commission Expires 5/15/88
Bonded by Carey C. Shaw

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On the 14th day of September, 1984, personally appeared before me James A. Swagerty, who being by me duly sworn, did say that he is the Vice-President of Northwest Exploration Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said James A. Swagerty acknowledged to me that said corporation executed the same.

(SEAL)

Florence Paglione
Notary Public

My Commission Expires:

FLORENCE PAGLIONE
Notary Public, State of Texas
My Commission Expires 5/15/88
Bonded by Carey C. Shaw

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of September, 1984 by Nace F. Mefford, Vice-President of Ultramar Oil and Gas Limited, a Delaware corporation, on behalf of said corporation.

Jeanette W. Berry
Notary Public

(SEAL)

My Commission Expires:
JEANETTE W. BERRY
Notary Public, State of Texas
My Commission Expires 12-7-85

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On the 14th day of September, 1984, personally appeared before me Nace F. Mefford, who being by me duly sworn, did say that he is the Vice-President of Ultramar Oil and Gas Limited, and that said instrument was signed in behalf of said corporation by authority of its bylaws (or of a resolution of its board of directors, as the case may be), and said Nace F. Mefford acknowledged to me that said corporation executed the same.

(SEAL)

Jeanette W. Berry
Notary Public

My Commission Expires:
JEANETTE W. BERRY
Notary Public, State of Texas
My Commission Expires 12-7-85

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of September, 1984 by Vernon L. Johnson, Vice-President of GeoVest Energy, Inc., a Delaware corporation, on behalf of said corporation.

Jeanette W. Berry
Notary Public

(SEAL)

My Commission Expires:
JEANETTE W. BERRY
Notary Public, State of Texas
My Commission Expires 12-7-85

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On the 14th day of September, 1984, personally appeared before me Vernon L. Johnson, who being by me duly sworn, did say that he is the Vice-President of GeoVest Energy, Inc., and that said instrument was signed in behalf of said corporation by authority of its bylaws (or of a resolution of its board of directors, as the case may be), and said Vernon L. Johnson acknowledged to me that said corporation executed the same.

(SEAL)

Jeanette W. Berry
Notary Public

My Commission Expires:
JEANETTE W. BERRY
Notary Public, State of Texas
My Commission Expires 12-7-85

WILLIAMS EXPLORATION COMPANY
LAND ADMINISTRATION DEPARTMENT

Exhibit "A" to Assignment, Conveyance and Bill of Sale given by Williams Exploration Company and by Northwest Exploration Company to Ultramar Oil & Gas Limited and to Geovest Energy, Inc., dated September 14, 1984, but effective April 1, 1984.

PROSPECT = 55311 BIRD CANYON
COUNTY = 035 SUBLETTE
STATE = 49 WYOMING
REGION = 1 SOUTHEASTERN R

LEASE	LEASE NAME OR LESSOR NO.	LEASE DATE	EXPIRE DATE	OUR GROSS LEASE ACRES	LESSOR NET LEASE ACRES	RECORD BOOK	DATA PAGE
002730	USA-W-54913	06/01/76	05/31/83	320.00	320.00	0000	0000
T 27N R112W SEC. 14: S2							
002731	USA-W-54914-KGS	06/01/76	06/01/81	320.00	320.00	0000	0000
T 27N R112W SEC. 23: SW, NW							
002910	USA-W-61473	01/01/78	01/01/88	200.00	200.00	0000	0000
T 27N R112W SEC. 23: S2SE SEC. 24: SENW, E2SW							

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-82350

Lease effective date
February 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305, Houston, Texas 77252

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

Describe the lands affected by this assignment	Assignment approved as to lands described below

Township 22 North, Range 114 West, 6th P.M.

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 3: Lots 1, 2, S/2NE/4, SE/4
Section 11: All
Section 12: All
Section 13: E/2, E/2W/2

Containing a total of 3377.55 acres

203455

RECORDED Sept 26 1984 8:09 M
IN BOOK 73 Misc PAGE 41
FEES $6.25 Sandy Yake COUNTY CLERK
SWEETWATER COUNTY, 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	5% of 8/8th's
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 27 day of July , 19 84.

Joseph Addison Sawyer
(Assignor's Signature)

650 South Grand Ave., Suite 401
(Assignor's Address)

JOSEPH ADDISON SAWYER
SS# 557-20-9890

Ellen F. Sawyer
Ellen F. Sawyer - Spouse

Los Angeles, California 90017
(City) (State) (Zip Code)

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

64461-1

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

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES } ss.

ON July 27, , 19 84 ,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Joseph Addison Sawyer and Ellen F. Sawyer
, known to me to be the person s whose name s are subscribed to the within Instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Lorine P Nielsen
Notary Public in and for said State.

OFFICIAL SEAL
LORINE P NIELSEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires AUG 13, 1986

ACKNOWLEDGMENT—General—Wolcotts Form 232—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 required to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] (Woodson Properties) [redacted]

ASSIGNMENT AND CONVEYANCE

This Assignment and of Conveyance dated Sept. 13, 1984, by and between The Prudential Insurance Company of America, a New Jersey Corporation, Prudential Plaza, Newark, New Jersey 07101 (hereinafter called "Prudential"), and Doyle Hartman, 500 North Main, Post Office Box 10426, Midland, Texas 79702 (hereinafter called "Hartman")

W I T N E S S E T H:

WHEREAS, by that certain instrument entitled "Conveyance of Oil and Gas Properties and Agreement with respect thereto" dated November 8, 1961, effective as of August 1, 1961 (herein called the "Prudential-Texas Pacific Conveyance") from The Prudential Insurance Company of America, as Assignor, to Texas Pacific Coal and Oil Company, a Texas Corporation (hereinafter called "Texas Pacific"), as Assignee, said Assignor conveyed to Texas Pacific, among other things, the interests in the oil, gas and mineral leases, mineral, royalty, and overriding royalty interests described in the exhibits attached to said instrument (hereinafter referred to as the "subject interests"), a copy of such exhibits being attached hereto as Exhibits "A" and "B", and made a part hereof by reference, excepting therefrom, and reserving to said Assignor a production payment, and a net profits overriding royalty interest.

WHEREAS, the recording data with respect to said Prudential-Texas Pacific Conveyance is set forth on Exhibit "D", attached hereto, and made a part hereof, and reference is hereby made to the Prudential-Texas Pacific Conveyance as it appears of record, for a more complete description of said production payment and net profits overriding royalty interest, and the right, title, interest, estate, remedies, powers and privileges constituting, and appertaining thereto, and for all other purposes relating hereto; and

WHEREAS, Prudential desires to transfer, and Hartman desires to acquire the Net Profits Overriding Royalty Interest created in the Prudential-Texas Pacific Conveyance, subject to the terms, covenants, exceptions, and conditions herein contained;

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by Hartman, the receipt and sufficiency of which are hereby acknowledged, Prudential, by these presents does hereby bargain, sell, transfer, convey and assign to Hartman, his heirs, personal representatives, successors and assigns, said Net Profits Overriding Royalty Interest, including, without limitations, all of the right, title and interest of any kind vested in Prudential in the Net Profits Overriding Royalty Interest, by, or which Prudential now has, or may become entitled to under, or by virtue of the above described Agreements, together with all oil, gas and other minerals which are produced, which have accrued, or shall accrue to said Net Profits Overriding Royalty Interest, subsequent to the effective date hereof, and the proceeds thereof. It is further the intent of Prudential and Hartman that Prudential is conveying herein any and all interests it may have in the Net Profits Overriding Royalty Interest insofar as the same covers the leases and oil and gas interests described on Exhibits "A" and "B" attached hereto, whether or not all of the lands covered by said leases and oil and gas interests are specifically described on Exhibits "A" or "B". PROVIDED, HOWEVER, THERE IS EXPRESSLY EXCEPTED AND EXCLUDED from this Assignment and Conveyance those properties specifically described on Exhibit "C" attached hereto and made a part hereof, and Prudential specifically excepts and reserves all of its right, title and interest therein.

TO HAVE AND TO HOLD said Net Profits Overriding Royalty Interest covering the subject interests, together with said rights, titles, powers, interests and other matters, unto Hartman, his heirs, personal representatives, successors and assigns, forever, subject only to the terms, conditions, reservations, exceptions and exclusions which are set forth herein.

203456

RECORDED September 26 1984 8:00 A.M.
IN BOOK 73 Ovs PAGE 43
FEES $22.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Lewis

Other Provisions

A. Subject to the further terms and provisions hereof, it is hereby expressly agreed and understood that it is the intent of the parties that Prudential herein conveys, and Hartman herein acquires and accepts, without limitation, all powers, privileges, expressed and/or implied warranties, causes of action, choses in action, rights and privileges attributable to actions of State and Federal administrative agencies, and other rights which have now accrued, or may at some time in the future accrue to Prudential, or any of its predecessors in title, by virtue of all of the above described conveyances and agreements. It is further agreed that Hartman may litigate or cause to be litigated any cause of action now accrued, or at some time in the future accruing to Hartman which arises out of, results from or relates to facts, circumstances, or transactions which have occurred prior to, or occur subsequent to the effective date hereof, irrespective of whether the parties have knowledge of such prior facts, circumstances, or transactions as of the effective date. Provided, however, that to the extent Prudential is, or may be a party to any proceeding or suit arising out of, resulting from, or relating to its ownership of the interests conveyed hereby, Prudential shall have the right to participate therein with counsel of its own selection, provided, however, neither party may settle such claim or proceeding except upon the mutual agreement of the parties that such settlement shall not jeopardize or compromise the rights of the non-settling party.

B. Prudential and Hartman specifically hereby covenant and agree that the terms of this instrument of conveyance shall be subject to all of the terms, covenants and conditions of the Prudential-Texas Pacific Conveyance, insofar as it covers and affects the rights and relationships of Prudential and Hartman herein, and the terms and conditions of such Conveyance are incorporated herein by reference.

C. Prudential covenants and warrants that it has the legal right and authority to grant, bargain, sell, convey, assign, transfer, set over and deliver said Net Profits Overriding Royalty Interest, and all of the rights, titles, interests, estates, remedies, powers and priyileges appurtenant or incident thereto. This conveyance is executed without warranty of any kind, except that Prudential hereby binds itself and its successors and assigns to warrant and forever defend said Net Profits Overriding Royalty Interest and all of the rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident thereto onto its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Prudential, but not otherwise, subject to the provisions hereof. PROVIDED, however, Hartman shall be fully subrogated to the rights of Prudential under any covenants or warranties of title made by Prudential's predecessors in title, to the extent transferrable. PROVIDED, further, however, this limited or special warranty is in all respects subject to (1) those tracts specifically excepted above from this Assignment and Conveyance; (2) any actions taken with respect to the subject interests by the owner(s) thereof in the ordinary course of business with the acquiescence and/or consent of Prudential, which occurred more than six (6) months prior to the effective date hereof; (3) those agreements, contracts, instruments, overriding royalties, production payments, and other matters specifically set out in Exhibits "A" and "B" as burdening the subject interests, and any amendments thereto (provided, however, that any referenced such agreements or other instruments shall not be deemed to constitute recognition by the parties that any such agreement or other instrument is valid, except to the extent that the agreement or other instrument is presently in force or effect), and (4) any valid and subsisting instrument of record affecting the subject interests.

D. References in certain of the descriptions contained in Exhibits "A" and "B" to the fractional gross production to which any party is entitled to receive, net revenue interest (or words of similar import), the fractional expenses to which any party is to pay for, a working interest (or words of similar import), are not to be construed as a representation or warranty of any kind or character, and shall not enlarge or diminish in any manner the interest conveyed hereby.

D. Prudential agrees to hold Hartman harmless from, and to indemnify him for, any amounts which he may be required to refund to any third party resulting from the collection of any wellhead price for natural gas or crude oil produced from the subject interests, prior to the effective date of this conveyance, which were in violation of any Federal or State natural gas or crude oil wellhead pricing statutes or regulations now in effect, or which may have been effective in the past.

E. Prudential and Hartman agree to execute and deliver all additional instruments as may be necessary or appropriate to fully effectuate the terms and conditions hereof, including but not limited to such other and additional instruments as may be necessary to correct or more fully describe and identify the properties and interests herein intended to be conveyed, or such instruments as may be required by the appropriate governmental agencies having jurisdiction over such State and Federal lands as are covered by the subject interests.

F. Any and all notices, requests, demands, reports or other instruments at any time required or permitted to be given or furnished under the terms of this agreement shall be deemed sufficiently given or furnished or served if in writing, and delivered to such party or any officer thereof or deposited in the United States mail in a sealed envelope, registered or certified, with sufficient postage prepaid, addressed to such party at its address stated above, or such other address as the party to be addressed shall have designated by written notice.

G. The terms, covenants and conditions contained herein shall be deemed to be covenants running with the lands covered by the subject interest, and all such provisions herein shall inure to the benefit of and be binding upon the respective successors and assigns of Prudential and Hartman, and all references herein to Prudential or Hartman shall include their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the date first above written but effective at the respective locations of the subject interests as of 12:01 a.m. September 1, 1984, in several counterparts (one of which with all the property descriptions included in Exhibits "A", "B" and "C" is on file at the office of Prudential, one of which with all of said property descriptions is on file at the office of Hartman and one of which with all of said property descriptions is to be recorded in Throckmorton County, Texas), each of which counterparts is an original and all of which are identical, except that, to facilitate recordation or filing in counties other than Throckmorton County, Texas, there are omitted from certain counterparts those property descriptions in Exhibits "A", "B" and "C" which contain specific descriptions of property located in recording or filing jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

ATTEST:

Robert C. Hewitt
Assistant Secretary

[Corporate Seal]

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By Matthew J. Clancy
Vice President

Doyle Hartman
DOYLE HARTMAN

STATE OF New Jersey §
§
COUNTY OF Essex §

BE IT REMEMBERED THAT, I, Robert J. McNair 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 Sept 13 1984:

There personally appeared before me each of the following persons, each being the designated officer of the corporation specified opposite his name and each known to me to be such officer, each such corporation being a party to the foregoing instrument:

Mathew J. Chinin, Vice President, and Robert O Heckt, Assistant Secretary of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey Corporation;

OKLAHOMA — Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, 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.

TEXAS — Before me this day personally appeared each such person, personally known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of the corporation specified opposite his name, and personally known to me to be such officer of such corporation, and acknowledged to me that he 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.

LOUISIANA — Before me this day personally appeared each such person, who, being by me duly sworn did say that he is the designated officer of the corporation specified opposite his name, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

COLORADO — The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name.

WYOMING — Before me personally appeared each such person, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, and 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 each such person acknowledged said instrument to be the free act and deed of said corporation.

IN WTINESS WHEREOF, I have hereunto set my hand and official Seal in the City of NEWARK, ESSEX County, NEW JERSEY on the day and year first above written.

Notary Public, State of NEW JERSEY

ROBERT J McNABOE
print name

My Commission Expires:

ROBERT J. McNABOE
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 25, 1989

STATE OF Texas $
$
COUNTY OF Midland $

BE IT REMEMBERED THAT, I, Michelle Hembree, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County to take acknowledgements, hereby certify that on September 16, 1984

There personally appeared before me the following person, and known to me to be such person, such person being a party to the foregoing instrument:

Doyle Hartman

OKLAHOMA — Before me personally appeared Doyle Hartman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument , and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

TEXAS — Before me this day personally appeared Doyle Hartman, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed such instrument in the capacity therein stated for the purposes and consideration therein expressed.

LOUISIANA — Before me this day personally appeared Doyle Hartman, who, being by me duly sworn did say that he acknowledged the instrument as his free act and deed.

COLORADO — The foregoing instrument was acknowledged before me by Doyle Hartman.

WYOMING — Before me personally appeared Doyle Hartman, who, being by me duly sworn, did say that said instrument was signed and sealed in behalf of Doyle Hartman, and acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the City of Midland, Midland County, State of Texas on the day and year first above written.

Michelle Hembree
Notary Public, State of

print name

My Commission Expires:

MICHELLE HEMBREE, Notary Public
My Commission Expires October 25, 1985

NOTARY PUBLIC STATE OF TEXAS

EXHIBIT "A"

Attached to Assignment and Conveyance
dated SEPTEMBER 13, 1984
by and between the Prudential
Insurance Company of America and
Doyle Hartman

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING
OIL AND GAS LEASES—PRODUCING

I. LEASEHOLD INTERESTS

A 5% net profits interest in the Pinedale Unit, created by the Pinedale Unit Agreement dated April 1, 1954, by and between El Paso Natural Gas Company, as Operator, and Continental Oil Company et al, as Non-Operators, which net profits interest is created by a certain Net Profits Contract dated April 1, 1954, by and between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company, and Novi Oil Company, both the Pinedale Unit Agreement and the Net Profits Contract being filed in the Office of the Bureau of Land Management, Cheyenne, Wyoming; reference being hereby made to the Pinedale Unit Agreement, and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes, including a description of the leases subject thereto and the lands covered thereby, and reference being hereby made to said Net Profits Contract and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes.

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded in Vol. 16, Page 453, Oil & Gas Lease Records of Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "A" and other properties, described in such conveyance, located in other counties and states, which production payment was reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

EXHIBIT "B"

Attached to Assignment and Conveyance
dated SEPTEMBER 13, 1984
by and between the Prudential
Insurance Company of America and
Doyle Hartman

EXHIBIT "B"

SUBLETTE COUNTY, WYOMING
OIL AND GAS LEASES—NON-PRODUCING

All recordation references in this Exhibit are references to the Oil and Gas Records of Sublette County, Wyoming, and all lands described are in Sublette County, Wyoming.

I. LEASEHOLD INTERESTS

Lease No.: 71-1A

Date	Lessor	Lessee	Recorded Book	Recorded Page
12- 6-52	R. W. Lozier et ux	T. G. Dorough	5	29

The above described lease covers the entire mineral interest in 434.46 acres described as follows:

Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13; SW/4 NE/4; SE/4 NW/4;
Section 6: Lot 9;
Section 8: NW/4 NW/4;
T-31-N, R-108-W, 6th P. M.;

said lease being subject, however, to the following:

ORR: 4.375%.

Net Profits Contract dated April 1, 1954, between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company and Novi Oil Company.

Working Interest: None

Net Interest: 5% Net Profits Interest

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded, among other places, in Vol. 16, Page 463, Oil and Gas Lease Records, Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "B" and other properties, described in such conveyance, located in other counties and states, which production payment has been reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

FILED: November 13 1961 at 8:55 am

RECORDED: November 24 1961 at 9:00 am

Don Chandler
County Clerk, Throckmorton Co., Texas
By Betty Jones Deput

EXHIBIT "C"

Attached to Assignment and Conveyance
dated SEPTEMBER 13, 1984
by and between the Prudential
Insurance Company of America and
Doyle Hartman

There is no Exhibit "C" for Sublette County, Wyoming.

Exhibit D

Attached to Assignment and Conveyance
dated SEPTEMBER 13, 1984
by and between The Prudential
Insurance Company of America and
Doyle Hartman

Recording Schedule for Conveyance of Oil and Gas
Properties and Agreement with Respect Thereto
dated 11/8/61, effective as of 8/1/61, from
The Prudential Insurance Company of America
to Texas Pacific Coal & Oil Company

Oklahoma	
Woodward County	Volume 182/Page 151 Misc. Records
Colorado	
Morgan County	Volume 660/Page 21 Real Est. Records
Texas	
Throckmorton County	Volume 143/Page 180 Deed Records
Ochiltree County	Volume 193/Page 393 Deed Records
Stephens County	Volume 318/Page 290 Deed Records
Stonewall County	Volume 173/Page 387 Deed Records
Young County	Volume 377/Page 55 Deed Records
Shackleford County	Volume 194/Page 556 Deed Records
Scurry County	Volume 212/Page 613 Oil & Gas Records
Fisher County	Volume 386/Page 153 Deed Records

PRODUCERS 88-CS [redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 30th day of August, 19 84

by and between Joseph R. Hicks, Harold Reach, and John M. Sulenta, all married men dealing in their sole and seperate property, all being of Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer, P.O. Box 3402, Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & no/100---------- (10.00+) M/L DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 37 North, Range 110 West, 6th P.M.
Section 12: S½SW¼
Section 13: W½NE¼, NW¼
Section 14: N½NE¼, N½SE¼NE¼, SE¼SE¼NE¼, NE¼NW¼

203470

RECORDED September 26 1984 3:00 P.M.
IN BOOK 73 O & G PAGE 53
FEES $6.50 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lowrie

and containing 470.00 acres, more or less.

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

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one eighth~~ 15% 16% part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or ~~pay for one eighth~~ 15% royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor ~~one eighth (1/8)~~ 15% 16% of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor ~~one eighth (1/8)~~ 15% 16% of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 30th day of August, 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four hundred seventy and no/100---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

X Joseph R. Hicks
Joseph R. Hicks

X Harold Reach
Harold Reach

X John M. Sulenta
John M. Sulenta

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3 of 4 day of August, 19 84, personally appeared Joseph R. Hicks, Harold Reach, and John M. Sulenta, all married men dealing in their sole and seperate property and to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires September 23, 1986

Notary Public

STATE OF
COUNTY OF } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared and to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public

STATE OF
COUNTY OF } SS.

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day of , 19 , personally appeared and to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated 19 Section Township Range

County No. of acres Term

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the day of , 19 , at

o'clock M. and duly recorded in Book Page of the records of this office.

County Clerk — Register of Deeds

When recorded return to:

By
Deputy

PRODUCERS 88-CS [redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 30th day of August, 19 84

by and between Redstone Corporation, a Wyoming Corporation and John M. Sulenta and Grace E. Sulenta, individually and as husband and wife and Joseph R. Hicks and Edna E. Hicks, individually and as husband and wife, and Harold Reach and Leda I. Reach, individually and as husband and wife, all of Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer, P.O. Box 3402, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and no/100---------- (10.00+) M/L DOLLARS

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

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

State of Wyoming, described as follows, to wit:

203471

Township 36 North, Range 110 West, 6th P.M.
Section 5: Lot 2 (27.08), Lot 3 (27.38), Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼
Section 6: E½SE¼, SE¼NE¼
Section 18: Lot 3 (31.87), Lot 4 (32.00), E½SW¼

Township 37 North, Range 110 West, 6th P.M.
Section 35: S½NE¼, N½SE¼, SW¼SE¼

RECORDED September 26 1984 3:00 PM
IN BOOK 73 ORT PAGE 55
FEES 6.00 Kaid Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy

and containing 786.00 acres, more or less.

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

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

First. The lessee shall deliver to the credit of lessor, royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one-eighth~~ part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell ~~one-eighth~~ royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks. 16% J.R.H. 16% J.R.H.

Second. To pay lessor ~~one-eighth (1/8)~~ of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense. 16% J.R.H.

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

If no well be commenced on said land on or before the 30th day of August, 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank Bank at Pinedale, Wyoming

or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Seven hundred eighty-six and no/100---------- DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

X John M. Sulenta
John M. Sulenta

X Grace E. Sulenta
Grace E. Sulenta

X Harold Reach
Harold Reach

X Leda I. Reach
Leda I. Reach

X Joseph R. Hicks
Joseph R. Hicks

X Edna E. Hicks
Edna E. Hicks

X
Redstone Corporation, a Wyoming Corporation
By:
Attest: Joseph R. Hicks

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 19 84, personally appeared John M. Sulenta & Grace E. Sulenta individually and as H&W, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires September 23, 1986

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 19 84, personally appeared Harold Reach & Leda I Reach, individually and as H&W, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Sept 23, 1986

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 19 84, personally appeared Joesph R. Hicks & Edna E. Hicks individually and as H&W, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires September 23, 1986

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 30th day of August, 19 84, before me appeared John M. Sulenta

to me personally known, who, being by me duly sworn, did say that he is President of Redstone Corporation, a Wyoming 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 John M. Sulenta 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 September 23, 1986

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated 19 Section Township Range

County No. of acres Term

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the day of , 19 , at

o'clock M. and duly recorded in Book Page of the records of this office.

County Clerk — Register of Deeds

When recorded return to:

By
Deputy

PRODUCERS 88-CS [redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 30th day of August 19 84

by and between Grace E. Sulenta, a married woman dealing in her sole and seperate property ....being of Pinedale, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer, P.O. Box 3402, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH. That the said lessor, for and in consideration of ten and no/100----------(10.00+)M/L DOLLARS

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

203472

Township 37 North, Range 110 West, 6th P.M.
Section 21: S½NE¼, E½NW¼, SW¼NW¼, NE¼SE¼
Section 22: SW¼NW¼, NW¼SW¼

RECORDED September 26 1984 3:00 P.M.
IN BOOK 73 Oil PAGE 57
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McGuire

and containing 320.00 acres, more or less.

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

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one eighth~~ 16% part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell ~~one eighth~~ 16% royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor ~~one eighth (1/8)~~ 16% of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor ~~one eighth (1/8)~~ 16% of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 30th day of August, 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank, Bank at Pinedale, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three hundred twenty and no/100---------- DOLLARS, ----------, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

X Grace E. Sulenta

Grace E. Sulenta

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of August, 19 84, personally appeared Grace E. Sulenta, a married woman dealing in her sole and seperate property to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires August 23, 1986

Notary Public

STATE OF
COUNTY OF } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this .....day of ....., 19 ....., personally appeared .....
and ....., to me known to be the identical person ....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as .....free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Notary Public

STATE OF
COUNTY OF } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this .....day of
....., 19 ....., personally appeared .....
and ....., to me known to be the identical person ....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as .....free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM _____ TO _____

_____ _____

Dated _____ 19____ Section _____ Township _____ Range _____

_____ County _____ No. of acres _____ Term _____

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the _____ day of _____, 19____, at _____

o'clock _____ M. and duly recorded in Book _____ Page _____ of the records of this office.

_____
County Clerk — Register of Deeds

When recorded return to: _____ By _____
Deputy

_____

_____

PRODUCERS 88-CS [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 29th day of August 19 84

by and between Abner L. Hecox and Emma Lee Hecox, husband and wife
Pinedale, Wyoming 89241

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer, P.O. Box 3402, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & no/100---------- DOLLARS

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

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

State of Wyoming, described as follows, to wit

203473

Township 37 North, Range 110 West, 6th P.M.
Section 13: N½SW¼, SE¼SW¼
Containing 120.00 acres, m/l

RECORDED September 26, 1984 3:00 P.M.
IN BOOK 43 Misc PAGE 59
FEES $6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

and containing 120.00 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before the 29th day of August 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of

...One hundred twenty and no/100---------- DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Abner L. Hecox

Emma Lee Hecox

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 19 84, personally appeared Abner L. Hecox and Emma Lee Hecox, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 7-20-85

Carol V. Ford
Notary Public

STATE OF
COUNTY OF } SS.

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

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

....., 19 ....., personally appeared .....

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

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

My Commission Expires .....

.....
Notary Public

STATE OF
COUNTY OF } SS.

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

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

....., 19 ....., personally appeared .....

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

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

My Commission Expires .....

.....
Notary Public

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

....., to me personally known, who, being by me duly sworn, did say that he is .....

President of ....., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said .....

.....acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires

.....
Notary Public

OIL AND GAS LEASE

FROM _____ TO _____

Dated _____, 19__ Section _____ Township _____ Range _____

_____ County _____ No. of acres _____ Term _____

STATE OF
COUNTY OF } SS.

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

_____
County Clerk — Register of Deeds

By _____
Deputy

When recorded return to: _____

RA-509 (REV 8/64)

Casper Press
Casper, Wyoming

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated August 29, 1984, from Abner L. Hecox and Emma Lee Hecox, husband and wife, as Lessors, to Kenneth K. Farmer, as Lessee, recorded in Book _____, Page _____, of the County Records of Sublette County, Wyoming, is owned by Kenneth K. Farmer, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

203474

Township 37 North, Range 110 West, 6th P.M.
Section 13: N½SW¼, SE¼SW¼
Containing 120.00 acres m/l

RECORDED September 26, 1984 3:00 PM
IN BOOK 73 Ord PAGE 61
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Theresa Lewis

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Abner L. Hecox and Emma Lee Hecox, husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Kenneth K. Farmer subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	FRACTIONAL INTEREST	AMOUNT	DEPOSITORY
Abner L. Hecox and Emma Lee Hecox, husband and wife	undivided 50%	$60.00	Rock Springs National Bank Rock Springs, Wyoming

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

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

WITNESS our hands and seals this 29th day of August, 1984.

_____

X Abner L. Hecox (SEAL)
Abner L. Hecox

_____ (SEAL)

_____

X Emma Lee Hecox (SEAL)
Emma Lee Hecox

_____ (SEAL)

61

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of August, 19 84, personally appeared Abner L. Hecox

and Emma Lee Hecox, husband and wife

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

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

My Commission Expires 7-20-85

Notary Public.

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires ____

No ____

FROM

TO

Dated ____, 19____

No. Acres ____

____ County, ____

Term ____

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

County Clerk.

By ____ Deputy.

When recorded return to

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

RA-309 (REV 8/64)

Casper Press
Casper, Wyoming

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated May 26, 1981, from Lilian G. Tyler aka Mrs Frank Tyler, Sr., a widow, being of Pinedale, Wyoming, as Lessors, to Kenneth K. Farmer, P.O. Box 3402, Casper, Wyo. 82602, as Lessee, recorded in Book 62, Page 110, of the clerk's Records of Sublette County, Wyoming, is owned by Kenneth K. Farmer, P.O. Box 3402, Casper, Wyoming 82602, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 110 West, 6th P.M.
Section 21: S½NE¼, E½NE¼, SW¼NW¼, NE¼SE¼
Section 22: SW¼NW¼, NW¼SW¼
Containing 320.00 acres m/l

203475

Sept 26 1984 3:00 P M
BOOK 73 Oil & Gas PAGE 63
FEES 6.00 Lucy Yoh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, ~~we~~ I, Grace E. Sulenta, a married woman dealing in her sole and seperate property

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Kenneth K. Farmer subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	FRACTIONAL INTEREST	AMOUNT	DEPOSITORY
Grace E. Sulenta	1/4	$160.00	First National Bank of Pinedale

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

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

WITNESS our hands and seals this 30th day of August, 1984.

X Grace E Sulenta (SEAL)
Grace E. Sulenta

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of August, 19 84, personally appeared Grace E. Sulenta, a married woman dealing in her sole and seperate property

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 September 23, 1984 Dorothy E. Orgill
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19___ by _____

Witness my hand and official seal.

My Commission Expires: _____ Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL) _____ Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____

No. Acres _____

_____ County, _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

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

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF THE APPLICATION OF BELCO DEVELOPMENT CORPORATION FOR AN ORDER FROM THE WYOMING OIL AND GAS CONSERVATION COMMISSION POOLING ALL INTERESTS IN A CERTAIN DRILLING AND SPACING UNIT ESTABLISHED PURSUANT TO A COMMISSION ORDER FOR THE PRODUCTION OF GAS AND ASSOCIATED HYDROCARBONS FROM THE BEAR RIVER AND SECOND FRONTIER FORMATIONS FOR LANDS IN THE BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING	CAUSE NO. 2 ORDER NO. 1 DOCKET NO. 300-84

APPEARANCES:

W. F. DREW, ATTORNEY REPRESENTING BELCO DEVELOPMENT CORPORATION

Others in attendance were the following:

BELCO DEVELOPMENT CORPORATION - Andrew C. Morris

STATE OF WYOMING - Joe Scott,
Sp. Ass't Attorney General
Donald B. Basko,
Oil and Gas Supervisor
Richard D. Marvel,
Petroleum Engineer

REPORT OF THE COMMISSION

This cause came on regularly for hearing before the Wyoming Oil and Gas Conservation Commission at 1:17, P. M., on the 14th day of August, 1984, in the office of the State Oil and Gas Supervisor, 777 West First Street, Casper, Wyoming, after due and legal notice given as required by law and as required by the Rules and Regulations of the Commission, to consider the application of Belco Development Corporation for an order force pooling all interests in the Bear River and Second Frontier formations in a one hundred-sixty (160) acre drilling unit described as the SE¼ of Section 31, Township 28 North, Range 111 West, 6th P. M., Bird Canyon Field, Sublette County, Wyoming.

The Commission considered the verified application of Belco Development Corporation, the testimony of its witness, and the exhibits offered in support thereof. As a result, the Commission makes the following findings of fact, conclusions of law, and order:

FINDINGS OF FACT

1. In Docket 293-84, this Commission entered an order providing for

203581

RECORDED October 5 1984 2:00 P M
IN BOOK 73 Misc PAGE 65
FEES $8.00 Lois J Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiem

one hundred-sixty (160) acre drilling and spacing units for lands in the Bird Canyon Field, Sublette County, Wyoming.

2. Included as a drilling and spacing unit within the area covered by said spacing order was the SE¼ of Section 31, Township 28 North, Range 111 West, 6th P. M.

3. Belco Development Corporation (Belco) proposes to drill a well in said SE¼ of Section 31.

4. Belco owns portions of the working interests in said SE¼ of Section 31.

5. Energetics Operating Company; Mayer, Mel & Smith; Canadian Cheyenne Petroleum Corporation; General Hydrocarbons; Havoco Oil Company; and others listed in Belco's application also own a portion of the oil and gas in the SE¼ of Section 31. Energetics Operating Company has conveyed part of its ownership to Havoco Oil Company.

6. The requested forced pooling order would encompass one hundred-sixty (160) acres as set forth in applicant's Exhibit 1.

7. Under the provisions of Wyoming Statutes, Section 30-5-109, Belco has applied to the Commission for an order pooling the remaining interest in the SE¼ of Section 31.

8. No one appeared to protest the granting of this application.

9. The development and operation of the drilling unit requires the pooling of all interests. The remaining interests, who have not signed the Communitization Agreement, should be pooled.

CONCLUSIONS OF LAW

1. Due and legally sufficient notice of time, place and purpose of this hearing has been afforded to all interested parties in all respects as required by law.

2. The Commission has jurisdiction over the matter embraced herein and over all parties interested, and has jurisdiction to make and promulgate the order hereinafter set forth.

3. Under Section 30-5-109, Wyoming Statutes, 1977, all interests in the drilling unit described as the SE¼ of Section 31, Township 28 North, Range 111 West, Bird Canyon Field, Sublette County, Wyoming, should be pooled in order that the development and operation of the drilling unit

may proceed. The interests of Energetics Operating Company; Mayer, Mel & Smith; Canadian Cheyenne Petroleum Corporation; General Hydrocarbons; and Havoco Oil Company which have not joined are pooled by this order of the Commission.

4. The Cost of drilling the well in the subject drilling unit should be borne by the working interest owners in proporation to their interests. The pooling herein ordered is just and reasonable.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that all interests in the SE¼ of Section 31, Township 28 North, Range 111 West, 6th P. M., Bird Canyon Field, Sublette County, Wyoming, comprising a drilling and spacing unit, be and the same hereby are pooled.

DATED this 17th day of August, 1984.

WYOMING OIL AND GAS
CONSERVATION COMMISSION

Mr. Gary B. Glass,
Acting Chairman - Commissioner

Mr. Howard M. Schrinar,
Commissioner

Mr. Bern Whittaker,
Commissioner

Mr. Marvin A. Keller,
Commissioner

APPROVED AS TO FORM

JOE SCOTT, SPECIAL ASSISTANT
ATTORNEY GENERAL

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

I, the undersigned, a notary public in and for the aforesaid county and state, do hereby certify that the above Commissioners, to me personally known and known to me to be the same persons who executed the foregoing instrument, appeared before me in person this 17th day of August, 1984, and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein expressed.

Given under my hand and official seal this 17th day of August, 1984.

Notary Public

WINIFRED A. LOCER - NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 10, 1985

68

07538.

RECEIVED
U. S. LAND OFFICE
EVANSTON, WYO.
Date JUL 20 1939
Hour 3 00 P.M.

1142-016

O P E R A T I N G A G R E E M E N T

THIS AGREEMENT made and entered into this 14th day of March, 1939, by and between E. J. LONG and H. A. LEWIS, hereinafter called "Permittee", WOOLF PETROLEUM COMPANY, a Deleware Corporation, hereinafter called "Leasee", and NORTH LaBARGE OIL COMPANY, a Wyoming Corporation, hereinafter called "Operator".

WITNESSETH:

WHEREAS, on the 5th day of July, 1921, in pursuance of the provisions of the Act of Congress approved February 25, 1920 (41 Stat., 437) as amended by Act of Congress approved August 21, 1935, the Permittee was issued in the United States Land Office at Evanston, under Serial No. 07538, an oil and gas prospecting permit upon the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

NE¼, E½SE¼ Section 32,
NW¼, Section 33
Township 28 North, Range 113 W. 6th P. M.

Sec. 5,
Township 27 North, Range 113 W. 6th P. M.

Containing 1040 acres more or less,
Sublette County, Wyoming.

WHEREAS, on the 2nd day of April, 1938, "Permittee" entered into an Operating Agreement with the "Lessee", granting to said "Lessee" the full possession and right to operate all of the said land for the production and marketing of oil and gas; and,

WHEREAS, on the 19th day of April, 1938, "Lessee" entered into an Operating Agreement with "Operator" granting to said "Operator" the full possession and right to operate all of the said land for the production and marketing of oil and gas only below the depth of 2500 feet below the surface, and reserving therein to "Lessee"

203583 the right to operate all of the said lands for the production and marketing of oil and gas found in any sand or horizon less than 2500 feet below the surface; and,

RECORDED October 5 1984 2:00 P.M.
BOOK 73 O & G PAGE 68
FEES $24.50 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deuce

CERTIFIED to be a true and comparative copy of the original file 07538

12 1984

BUREAU OF [redacted] MANAGEMENT

WHEREAS, pursuant to instructions from the Secretary of the Interior the "Permittee", the "Lessee" and the "Operator" did on December 18, 1937, commit and make subject to the Unit Agreement covering the North La Barge Unit Area, the above described lands, only as to production of oil or gas found in sands or horizons more than 2500 feet below the surface; and,

WHEREAS, the said partial unitization of the North La Barge Area was rejected by the Secretary of the Interior by letter of June 23rd, 1938, for the reasons therein stated; and,

WHEREAS, "Operator" has subsequently submitted a revised Unit Agreement to the Secretary of the Interior which said Unit Agreement names the North La Barge Oil Company as the Unit Operator, which said Agreement was approved as to form by the Secretary of the Interior by letter of March 2nd, 1939; and,

WHEREAS, in order that said Unit Agreement shall become fully effective and workable, it is agreed that all the sands and horizons, all the substances, and all the royalties reserved, in and to the above described lands shall be and are hereby made fully the subject of all the terms and conditions of the said Unit Agreement; and,

WHEREAS, the "Permittee" and the "Lessee" desires the "Operator" to continue in possession and to explore the oil and gas resources of said lands and to develop said oil and/or gas resources, should a discovery thereof be made, and the "Operator" is willing so to do, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants of the parties hereto and of the sum of One ($1.00) Dollar paid each to the other, the receipt of which is hereby acknowledged, and for other good and valuable considerations,

IT IS AGREED:

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SEP 121984
BUREAU OF LAND MANAGEMENT

Sept 726

1. "Permittee", "Lessee" and "Operator" hereby agree that this Agreement shall replace the above mentioned Operating Agreement dated April 2nd, 1938, and the above mentioned Operating Agreement dated April 19th, 1938, and that both of the said Operating Agreements shall concurently herewith become null and void and of no further force and effect.

2. "Permittee" and "Lessee" hereby represent and warrant that they are the holders, without encumbrance, of the entire interest in said permit, and further represent and warrant that said permit is in good standing and not in default for failure to comply with the conditions thereof;

3. "Permittee" and "Lessee" hereby grant and convey unto "Operator", its heirs, successors and assigns, but subject to the conditions noted herein, full right to enter upon, occupy, develop and operate said lands hereinabove described for oil and gas, including the management and control of said lands and the right to market said products, and "Operator" agrees to develop and operate said lands for oil and gas, in accordance with the provisions of this Agreement as modified by said Unit Agreement.

4. "Permittee" and "Lessee" agree that upon request by "Operator", after discovery of oil or gas in or upon any of the lands within the North La Barge Unit Area, to execute and deliver an assignment unto "Operator", or to such person, persons, or corporation, as may be duly qualified under the law and regulations, as the "Operator" may designate or direct, subject to the approval of the Department of the Interior of the United States of America, conveying a full and undivided interest in and to the entire working interest in and to the prospecting permit and lease or leases that "Permittee" and "Lessee" may be entitled to receive from the United States of America, except the royalties reserved below.

5. Subject to the right of surrender hereinafter given and subject to and in compliance with the North La Barge Unit Agreement

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as approved by the Secretary of the Interior, and any production limitation and control approved by the Secretary of the Interior, the "Operator" agrees that it will at its sole cost and expense comply with and perform each and every obligation and requirement of said permit and any renewal thereof or any lease as a result thereof; and further agrees that it will commence or cause to be commenced drilling operation on some part of said North La Barge Unit Area upon direction or instruction of the controlling legal authority under the said Unit Agreement.

6. "Operator" shall pay or deliver all royalties due the United States, and further agrees to pay over-riding royalties as follows:

(1) On production from lands on which the Government Royalty shall not exceed Five Percent (5%):

(a) Two and One-half Percent (2 ½%) ----------to H. A. Lewis;

(b) Two and One-half Percent (2 ½%) ----------to E. J. Long;

(c) Five Percent (5%) ----------to Woolf Petroleum Company;

(2) On production from the lands on which the Government Royalty is more than Five Percent (5%):

(a) Three-Fourths of One Percent (3/4 of 1%) ----------to H. A. Lewis;

(b) Three-Fourths of One Percent (3/4 of 1%) ----------to E. J. Long;

(c) One and One-half Percent (1 ½%)----------to Woolf Petroleum Company;

of the gross proceeds received from the sale of all oil and gas produced, saved and marketed (except as such as is used for operating, production and repressuring purposes or unavoidably lost) from the lands hereinabove described (or allocated thereto pursuant to the terms of said Unit Agreement). Said royalties shall be computed and paid on the basis of the prevailing field market price in the field where such oil and gas are produced, at the time of produc-

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121984
BUREAU OF LAND MANAGEMEN

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tion, for oil and gas of like grade and gravity; provided that no royalties shall be paid on gas produced in the absence of a market therefor; in case there is a market for gas produced, the royalties thereon and on natural-gas gasoline shall be computed and paid on the following basis:

On Gas:	On the basis of the field market price thereof at the well;
On Natural-Gas Gasoline:	On the basis of one-third of the value of the natural-gas gasoline extracted and sold from the natural-gas produced; and

said royalties shall be paid each month on account of production during the preceding calendar month, such payments to be accompanied with a statement of the production and the price thereon on the basis of which such royalties are computed; and "Operator" shall not be required to take cognizance of any assignment or transfer of royalty or interest therein, unless and until "Operator" shall have been furnished with satisfactory evidence of such assignment or transfer. Before computing the amount of any over-riding royalty payable to "Permittee" or "Lessee", "Operator" shall have the right to deduct from the value of the oil and gas or the proceeds thereof on which such over-riding royalty is computed, the full amount of any taxes (including production tax) required to be paid on such oil and gas.

7. All oil or gas and the proceeds thereof produced from said lands or allocated or attributed to said lands under the said Unit Agreement, remaining after the payment of royalties reserved by the United States and by the "Permittee" and "Lessee" as are specified above shall belong to the "Operator" as his full compensation for his expenditures in drilling upon or for said lands and producing oil or gas therefrom and attributable thereto and rendering the other services required of him hereunder.

8. It is mutually agreed that "Operator" shall have the sole right, (if it becomes necessary in order that title to the above

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121984
BUREAU OF LAND MANAGEMENT

described lands be maintained) to exchange the above-mentioned oil and gas prospecting permit for new form of oil and gas lease from the United States of America embracing the same above described lands, as provided by the Act of August 21, 1935 (49 Stat. 674), amending Section 13 of the Federal Leasing Act of February 25, 1920 (41 Stat. 437). Such new form of oil and gas lease shall be subject to the terms of this Agreement, EXCEPT that, in lieu of the royalties payable as set forth in Paragraph "6" hereof, "Operator" shall only be required to pay to the "Permittee" and "Lessee" out of production of oil or gas from all of the lands included in such lease or from production allocated thereto, the percentages of royalty set forth in Paragraph "6" hereof which would have been paid to them on the lands secured from the Secretary of the Interior at a royalty greater than 5% to the United States. "Permittee" and "Lessee" agree that if such new form of oil and gas lease shall issue to them and "Operator" shall exercise its option to receive an assignment of said oil and gas lease as provided by Paragraph "4" hereof, to execute such assignments and instruments as may be proper and necessary to vest full and complete title to said oil and gas lease in "Operator", subject to the approval of the Secretary of the Interior.

9. The "Operator" may remove its drilling tools and appliances, structures, fixtures, equipment and all other property, including casings in the wells, from said lands before or within a reasonable time after the expiration or other termination of this Agreement, provided such removal is not forbidden by the Department of the Interior.

10. Failure or default on the part of "Operator" to comply with each and every provision and requirement of this Agreement as modified by said Unit Agreement shall constitute grounds for the forfeiture and cancellation of this contract by "Permittee" and

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121984
BUREAU OF LAND MANAGEMENT

"Lessee", provided that "Permittee" and "Lessee", in writing, notifies "Operator" specifying the particular facts as to such failure or default, and provided further that "Operator" shall fail within sixty (60) days from the receipt of such notice, or within a reasonable period from the receipt of such notice to repair or correct the failure or default complained of; provided further, that "Operator" shall not be subject to any penalty, obligation or liability to "Permittee" or "Lessee" for any such default, save and except the forfeiture and cancellation of this contract, as aforesaid; and "Permittee" and "Lessee" hereby agree that the down payment by "Operator" on the execution of this contract is full and adequate consideration for all the rights and privileges granted "Operator" under this contract.

11. "Operator" shall have the right at any time hereafter, on the payment of One ($1.00) Dollar to "Permittee" and "Lessee", when not in default hereunder, to surrender all or any part of the lands hereinabove described and thereupon all obligations and liabilities of "Operator" hereunder shall cease as to the lands embraced in such release. Such surrender shall be made to "Permittee" or "Lessee", provided that in the event "Permittee" and "Lessee" shall fail to qualify within sixty (60) days to take such re-assignment, the "Operator" shall have the right to surrender direct to the United States, and "Operator" shall not be liable during that period.

12. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said permit was issued, or any of the provisions of the North La Barge Unit Agreement or any regulations of the Department of the Interior, the Supervisor of the United States Geological Survey or other controlling legal authorities, lawfully promulgated thereunder, but, on the contrary, this Agreement shall in all particulars be deemed

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7.
121984
BUREAU OF LAND MANAGEMENT

amenable to reformation to eliminate or modify any portions thereof found to be in contravention thereof or against public policy, and shall remain and be in full force and effect as to all provisions not so eliminated or modified.

13. This Agreement shall be assignable by the parties hereto as to their respective interests hereunder, in whole or in part, and shall be binding upon the heirs, executors, administrators, successors, and/or assigns of the respective parties; but this paragraph is subject to the North La Barge Unit Agreement. This Agreement, unless sooner terminated by surrender, shall be and remain in force and effect during the life of said permit, and during the term of the lease or leases and all renewals thereof.

IN WITNESS WHEREOF, H. A. Lewis and E. J. Long have hereunto, and to the counterparts hereof, set their respective hand and seal, and Woolf Petroleum Company has caused these presents, and the counterparts hereof, to be executed in its name by its Vice-President and attested with its Corporate Seal by its Secretary, and North La Barge Oil Company has caused these presents, and the counterparts hereof, to be executed in its name by its President, and attested with its Corporate Seal by its Assistant Secretary, the day and year first herein above written.

Witness as to H. A. Lewis

H. A. Lewis, "Permittee"

Witness as to E. J. Long

E. J. Long, "Permittee"

WOOLF PETROLEUM COMPANY

Witness

BY T. B. Beadle
Vice-President

CERTIFIED
to be a true and correct copy of the original

Witness

Secretary

"Lessee"

121984

BUREAU OF LAND MANAGEMENT

732

Witness

Witness

NORTH LaBARGE OIL COMPANY

BY _____
President

Attest: _____
Assistant Secretary

"Operator"

STATE OF WYOMING)
: SS.
COUNTY OF LINCOLN)

On this 22nd day of March, 1939, before me personally appeared H. A. Lewis, to me personally known to be the person described in and who executed the foregoing instrument of writing and acknowledged to me that he executed the same as his free act and deed.

GIVEN under my hand and notarial seal the day and year in this certificate first above written.

_____
Notary Public

My commission expires:

Nov. 2-1941

STATE OF WYOMING)
: SS
COUNTY OF NATRONA)

On this 17th day of March, 1939, before me personally appeared E. J. Long, to me personally known to be the person described in and who executed the foregoing instrument of writing and acknowledged to me that he executed the same as his free act and deed.

GIVEN under my hand and notarial seal the day and year in this certificate first above written.

_____
Notary Public

My commission expires:

My Commission expires December 12, 1940

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121984
BUREAU OF LAND MANAGEMENT

THE STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On this 29th day of March, 1939, before me, a Notary Public in and for the County and State aforesaid, personally appeared T. B. Beadle and Howard C. Means, of the Woolf Petroleum Company, to me personally known, who being by me duly sworn did say that they are the Vice-President and Secretary of the Woolf Petroleum Company, respectively and that the above and foregoing Operating Agreement was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said T. B. Beadle and Howard C. Means acknowledged said instrument to be their free and voluntary act and the voluntary act and deed of said corporation, for the uses and purposes specified therein.

GIVEN under my hand and seal this day and year in this certificate first above written.

Viola DeHon.
Notary Public

My commission expires:

April 27-1939.

THE STATE OF WYOMING)
: SS
COUNTY OF LINCOLN)

On this 15th day of March, 1939, before me, a Notary Public in and for the County and State aforesaid, personally appeared Susan J. Quealy and Joseph A. Minton, of the North LaBarge Oil Company, to me personally known, who, being by me duly sworn did day that they are the President and Assistant Secretary of the North LaBarge Oil Company, respectively, and that the above and foregoing Operating Agreement was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said Susan J. Quealy and Joseph A. Minton acknowledged said instrument to be their free and voluntary act and the voluntary act and deed of said corporation, for the uses and purposes specified therein.

GIVEN under my hand and notarial seal this day and year in this certificate first above written.

Virgina Jones
Notary Public

My commission expires:

Feb 14, 1943

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of the office file
121984
BUREAU OF LAND MANAGEMEN

78

SLF-3

ADDRESS ONLY THE COMMISSIONER OF THE GENERAL LAND OFFICE

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
WASHINGTON

FILE COPY
Surname
1142-016

IN REPLY PLEASE REFER TO

"N" Evanston 07538 "H"

NOV 16 1939

H. A. Lewis, E. J. Long, Woolf Petroleum Company,
Permittee or Lessee

North La Barge Oil Company
Operator

Operating agreement approved.

Register,
Evanston, Wyoming.

Sir:

You will note your records and advise the above-named parties, by ordinary mail, that the Department approved an operating agreement between them on November 1, 1939.

Very truly yours, Fred W. Johnson

Commissioner.

OFFICIAL COPY

CC: Register (4).
11-14-ip

COPY FOR GENERAL LAND OFFICE FILES

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of the official on file
SEP 121984
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted] 4-21

1142-016

RECEIVED
JUL 14 1955
Office

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on _____ in book _____, page _____, Sublette County, Wyoming being attached hereto and being made a part hereof:

Federal Oil & Gas Lease ▲ Evanston 07538

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

Section 32: Lot 6, NE¼, NE¼ SE¼
33: NW¼

407.69 acres, more or less

and

WHEREAS, on June 2, 1955 PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignors" do hereby bargain, sell, transfer, assign and convey unto BELFER NATURAL GAS COMPANY all of their rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignors" have signed and sealed this instrument this 22nd. day of June, 1955.

203584

October 5 1984 2:00 P M
Book 73 Oil & Gas Page 79
450 Laura Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lucero

arthur b belfer
ARTHUR B. BELFER

Rachel Belfer
RACHEL BELFER

Selma Ruben
SELMA RUBEN

LAWRENCE RUBEN

Anita Saltz
ANITA SALTZ

Jack Saltz
JACK SALTZ

a b belfer
A. B. BELFER as Trustee for
ROBERT BELFER

"ASSIGNORS"

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of the official on file
SEP 121984
BUREAU OF LAND MANAGEMENT

Paid $10 assignment fee, Rec. # 288715

80

1142-616

RECEIVED
JUL 14 1955
BLM
Office

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on Nov. 10, 1954 in book 10 O & G Leases, page 289, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 07538

T. 27 N., R. 113 W., 6th. P.M., Wyoming

Section 5: Lot 1, S½ NE¼, S½

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

Section 32: NE¼ SE¼ and Lot 6
33: S½ NW¼

607.47 acres, more or less

and,

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ, and A. B. BELFER as Trustee for ROBERT BELFER.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignors" do hereby bargain, sell, transfer, assign and convey unto BELFER NATURAL GAS COMPANY all of their rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignors" have signed and sealed this instrument this 22nd. day of June, 1955.

203585

FILED October 5 1984 2:00 P.M.
BK 73 Or 9 PAGE 80
Lou Laird Nash COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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of the office file
SEP 121984
BUREAU OF LAND MANAGEMENT

Arthur B. Belfer
ARTHUR B. BELFER

Rachel Belfer
RACHEL BELFER

Selma Ruben
SELMA RUBEN

Lawrence Ruben
LAWRENCE RUBEN

Anita Saltz
ANITA SALTZ

Jack Saltz
JACK SALTZ

A. B. Belfer
A. B. ~~BELFER~~ as Trustee for
ROBERT BELFER

"ASSIGNORS"

Paid $10 assignment fee, Rec. #288716

ACKNOWLEDGEMENT

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

On this 22nd day of June, 1955, before me personally appeared ARTHUR B. BELFER (a/k/a A. B. BELFER) individually and as Trustee for ROBERT BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and and seal this 22nd day of June, 1955.

(Seal)

Violet Berman
Notary Public

Violet Berman
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

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to be a true and comparative copy
of the official file
SEP 121984
BUREAU OF LAND MANAGEMENT

82

203586

26

1142-014

RECORDED October 5 1984 2:00 P
IN BOOK 23 Oil & Gas 82
FEE $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Deline

RECEIVED
JUN 22 1955
Land Office
Box 578 Cheyenne, Wyo

O P E R A T I N G A G R E E M E N T

THIS AGREEMENT made and entered into this 23rd day of June, 1954, by and between WESTERN OIL REFINING COMPANY, a Wyoming corporation, hereinafter called "Western", the party of the first part, and PFAFF-QUEALY CORPORATION, a Wyoming corporation, hereinafter called "Pfaff-Quealy", the party of the second part, in consideration of Ten Dollars ($10.00) and other valuable considerations paid by Pfaff-Quealy to Western, the receipt and sufficiency of which are hereby acknowledged, and of the mutual promises and agreements between them, W I T N E S S E T H , as follows:

1. LAND DESCRIPTIONS:

Evanston 07538, by and through an Operating Agreement dated March 14, 1939, from H. A. Lewis, E. J. Long, and Woolf Petroleum Company to North La Barge Oil Company, insofar as the same covers the following described lands:

T. 27 N., R. 113 W., 6th P.M., Wyoming

Section 5: Lot 1, S/2 NE/4, S/2

containing 439.78 acres.

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

Section 32: NE/4 SE/4 and Lot 6
Section 33: S/2 NW/4

containing 167.60 acres.

All of said lands being subject to the following royalties heretofore or hereby reserved:

H. A. Lewis	1-1/2%
Woolf Petroleum Company	1-1/2%

Lease dated : January 1, 1940
Lease expires : Extended for the life of the Unit (see decision dated 3/17/45)
Rental due date : October 1st

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SEP 121984
BUREAU OF LAND MANAGEMENT

2. DEFINITIONS:

"Deep Zones", as used in this agreement, shall mean oil, gas, natural gasoline and associated fluid hydrocarbons in any and all formations underlying the real property the subject of this agreement below the depth of a stratigraphic zone 1500 feet above the top of the Frontier formation.

3. GRANTING WORDS:

Pfaff-Quealy shall have and is hereby granted the sole and exclusive right to drill for, mine, extract, remove, use, process, dispose of and market all oil, gas and other hydrocarbon substances from the "Deep Zones" during the term of the lease and/or agreement hereinabove described, or any extension or renewal thereof, and during the term of any lease, or leases, or agreements subsequently issued to Western under a preference right to acquire new leases based on the ownership of the aforesaid lease and/or agreement covering the above described lands or any part thereof. Pfaff-Quealy is also granted the right to possess, enter upon and occupy the land described in Paragraph 1 above for the purposes hereinabove set out in this Paragraph 3. Pfaff-Quealy shall have no right, title nor interest in or to any oil, gas, natural gasoline or associated fluid hydrocarbon substances that may be found in structures or measures other than those existing in the "Deep Zones", as herein defined.

4. RESERVATION TO WESTERN:

Western shall have the sole and exclusive right to drill for and produce oil, gas and other hydrocarbon substances from all zones, sands and measures other than the "Deep Zones".

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to be a true and comparative cop
of the official file
SEP 12 1984
BUREAU OF LAND MANAGEMENT

5. SUBJECT TO BURDENS:

This agreement and all rights granted to Pfaff-Quealy hereunder are expressly made subject to any and all royalty interests, oil payments, assignments, operating agreements, rental agreements, restrictions, conditions, obligations or financial burdens made, executed, suffered or incurred prior to the effective date of this agreement, but only as to those specifically set forth herein. Subject to Pfaff-Quealy's right to surrender expressly granted in Paragraph 12 hereof, Pfaff-Quealy does hereby assume and agree to perform all of the terms, covenants and conditions as contained in the oil and gas leases, operating agreements, and other instruments of title as set forth herein, insofar as such terms, covenants and conditions relate and pertain to said "Deep Zones", and agrees to save and hold Western harmless of and from any liability, claim or demand which may accrue thereunder with respect to said "Deep Zones".

6. COVENANTS:

Pfaff-Quealy in its operations of said "Deep Zones" shall comply with all orders of the United States Geological Survey of the Department of the Interior, and/or other governmental agency having or claiming to have jurisdiction over operations of the above described land, and shall save and hold Western harmless of and from any and all liability, claim or demand with respect to or growing out of said operations. In this regard, Pfaff-Quealy shall pay or cause to be paid all royalties reserved by the United States upon all products produced by Pfaff-Quealy hereunder, which royalty payments shall be made directly to the United States, and shall pay or cause to be paid all royalties reserved to other persons and parties, heretofore reserved, upon all products

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produced by Pfaff-Quealy hereunder, such royalties to be paid directly to the parties thereunto entitled.

7. TAXES, LIENS, ETC.:

Pfaff-Quealy shall pay all taxes, charges and assessments levied or assessed against said lands in connection with Pfaff-Quealy's operations hereunder. In the event such taxes, charges or assessments are not assessed separately against the "Deep Zones" and the other rights in said premises retained by Western, an equitable division of said taxes, charges and assessments shall be made between Western and Pfaff-Quealy, provided that until and unless production is developed from the "Deep Zones", all taxes, charges and assessments shall be paid by Western. Pfaff-Quealy shall pay and satisfy all claims for material, supplies and labor in connection with its operations hereunder, and shall keep said lands and the interests of Western therein free of liens or incumbrances of any and all kind on account of any act of Pfaff-Quealy.

8. RENTALS:

The cost of the rentals reserved under the terms of the said lease accruing after the date hereof shall be borne equally by Western and Pfaff-Quealy, provided, however, Western shall pay all of such rentals on or before the date the same become due and shall submit evidence of such payment in writing to Pfaff-Quealy not later than ten (10) days after the due date of such rentals. Pfaff-Quealy shall reimburse Western for one-half of such rentals within thirty (30) days after the receipt of statement of rentals so paid by Western. If Pfaff-Quealy shall not receive evidence from Western in writing of the payment of any of said rentals within ten (10) days after the due date thereof, Pfaff-Quealy may, at its

($200,000.00), exclusive of production, severance and other similar taxes. The payments on account of said production payment shall be made at the same time and in the same manner as Lessor's royalty is paid.

With respect to the "Deep Zones" under the above lease, if the same are segregated for computing government royalty, payments on account of the production payment hereinabove described and set out shall be suspended to the extent that the production payment hereinabove set out when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States shall exceed 17-1/2% if and when the average production per well per day from said "Deep Zones" averaged on the monthly basis is (a) as to oil, fifteen (15) barrels or less, and (b) as to gas, one-half million cubic feet or less. It is specifically agreed, however, that Pfaff-Quealy, its successors and assigns, shall at all times operate its portion of the above described lease in good faith and in accordance with good oil field practice and the applicable regulations; and it is further agreed that, subject to good oil field practice and the applicable regulations, Pfaff-Quealy, its successors and assigns, shall not manipulate production or marketing from its zones under the above described lands in order to deprive Western of any rights under its production payment above set out.

In the event the lands above described are included in any approved cooperative or unit, communitization or other production or development plan, then the said production payment shall be computed on the basis of the production allocated to the above described lands under such plan.

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10. REQUIRED NEW OPERATIONS:

In the event either party fails, neglects or refuses to begin and thereafter diligently pursue any new drilling operations required to be done by it in its own designated zone of operations, pursuant to the direction or order of the United States Geological Survey or any other governmental agency having or claiming to have jurisdiction over the operations, and such new drilling operations are necessary to keep the said oil and gas lease or operating agreement in good standing, then the other party may, at its election, any time during the fifteen (15) days before the expiration of the time fixed by such governmental agency, or any extension thereof, begin to drill such required well to the designated zone, and shall have the exclusive right to produce any oil, gas and/or other hydrocarbons from the said designated zone in the area surrounding such "required well", which area shall be the legal subdivision of forty (40) acres if the "required well" shall produce oil, and the legal quarter section of one hundred and sixty (160) acres surrounding the "required well" if the said well produces gas only.

11. REMEDIAL WORK:

In the event either party fails, neglects or refuses to begin and thereafter to diligently prosecute remedial work or operations and/or fails to make any payment or do any act required to be done by it in its own designated zone of operations, pursuant to the direction or order of the United States Geological Survey, or other governmental agency having or claiming to have jurisdiction over the operations, and such remedial work, payment or act is necessary to keep said oil and gas lease or operating agreement in good standing,

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then the other party may, at its election, within fifteen (15) days following written notice to the defaulting party, effect such remedy, perform such act, or make such payment, on behalf of the defaulting party, and may collect from the defaulting party One Hundred Per Cent (100%) of the sum expended thereon, plus Six Per Cent (6%) annual interest on the unpaid balance thereof. The parties hereto, upon receipt of any notice or demand concerning remedial work or operations, shall forthwith send a copy thereof to the other party.

12. RIGHT OF SURRENDER:

Pfaff-Quealy may at any time, and from time to time, surrender to Western all or any portion of the lands herein described from the effect of this agreement, whereupon all obligations and rights of Pfaff-Quealy as to such surrendered lands shall cease and terminate, except for obligations which have theretofore accrued upon royalties or under the provisions of Paragraph 11 hereof, and/or for the completion of operations then in progress, and/or proper abandonment of wells theretofore drilled. In the event of any partial surrender contemplated herein, the same shall be by legal subdivisions.

13. WESTERN'S RIGHT OF ASSIGNMENT:

Western may at any time, and from time to time, transfer and assign to Pfaff-Quealy its right, title and interest in and to the oil and gas lease or operating agreement above set forth; provided, that such assignment shall be made without warranty and shall affect areas of not less than 160 acres, which said area shall be, if possible, in legal subdivisions. Upon so assigning all or any portion of said leasehold estate, Western shall be released of any and all obligations hereunder, except for obligations which

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have theretofore accrued upon royalties, or under the provisions of Paragraph 11 hereof, and/or for the completion of operations then in progress, and/or proper abandonment of wells theretofore drilled. As to any lands subject to and committed to the Unit Plan, any tender of assignment as to such lands from Western to Pfaff-Quealy shall include all of Western's lands and holdings within said unit area, and Pfaff-Quealy shall have the right to be substituted as Unit Operator. Within sixty (60) days from the tender of such assignment by Western to Pfaff-Quealy, Pfaff-Quealy shall at its election either qualify to accept and shall accept such assignment, or shall surrender its interest in the lands contained in such tendered assignment so as to enable Western to surrender such lands to the parties entitled thereto.

Western agrees that it will not surrender nor relinquish to the United States the land covered by this agreement or the oil or gas deposits covered by this agreement, or any part thereof, nor surrender nor relinquish its interest in the lease or agreement above set out insofar as such surrender may affect the rights granted in this agreement as to any of the lands above described, without first tendering to Pfaff-Quealy the assignment above provided for.

14. UNITIZATION:

Western agrees to execute any and all instruments necessary or proper to unitize said oil and gas lease under any unit plan approved by the Secretary of the Interior insofar as such unit plan affects the "Deep Zones".

15. NO IMPLIED COVENANTS:

No implied covenants shall be read into this agreement requiring Pfaff-Quealy to drill or to continue drilling upon the lands covered by this agreement or fixing

the measure of diligence therefor. Nothing in this agreement contained shall be deemed to obligate Pfaff-Quealy to produce, sell, or otherwise dispose of oil, gas or other hydrocarbon substances from the lands covered by this agreement.

16. RIGHT TO REMOVE PERSONAL PROPERTY:

Pfaff-Quealy shall have the right to remove from time to time from the lands covered by the lease and/or agreement described in Paragraph 1 above, all machinery, rigs, pipe, casing, pumping stations, and other property and improvements belonging to or furnished by Pfaff-Quealy, provided that such removal shall be completed within a reasonable time after the surrender or other termination of this agreement with respect to such lease and/or agreement.

17. NOTICES AND PAYMENTS:

All notices required to be served hereunder, or payments to be made, shall be so served or made by the delivering of the same to, and leaving the same at the office of the party upon or to whom said notice is to be served or payment made, or by depositing notice or payment in the United States mail, registered, postage fully prepaid thereon, addressed to the parties hereto to the following addresses, to-wit:

To Pfaff-Quealy:
Pfaff-Quealy Corporation
P. O. Box 302
Big Piney, Wyoming

To Western:
Western Oil Refining Company
Box 391
Kemmerer, Wyoming

Notices so mailed shall be deemed to be delivered seventy-two (72) hours after depositing the same in the United States mail.

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18. FAIR EMPLOYMENT:

Pfaff-Quealy shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all sub-contracts.

19. RESERVATION TO THE UNITED STATES:

The parties hereto hereby consent as to the lands of the United States, to a reservation to the United States, pursuant to the provisions of the Act of August 1, 1946 (Public No. 585, 79th Congress), of all uranium, thorium and other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives, at any time to enter upon the land and prospect for, mine and remove same.

20. APPROVAL OF DEPARTMENT OF THE INTERIOR:

This agreement is subject to the approval of the Department of the Interior.

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

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21. FORCE MAJEURE:

Neither party shall be liable for any failure of performance due to causes beyond its control. Neither party shall be deprived of the protection of the foregoing provision by virtue of its refusal to accede to demands of labor or labor organizations which it considers unreasonable.

22. WARRANTY:

Western represents and warrants to Pfaff-Quealy that it is the lawful owner of all the rights and interests purported to be granted and assigned to Pfaff-Quealy under this agreement, and Western hereby warrants and agrees to forever defend unto Pfaff-Quealy all such rights and interests against all persons.

23. DATE:

This agreement, notwithstanding the date of the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Pfaff-Quealy.

I N W I T N E S S W H E R E O F , the parties hereto have executed this agreement, as of the day and year herein first above written.

ATTEST:
Secretary

WESTERN OIL REFINING COMPANY
By: Patrick J. Quealy
Party of the First Part

ATTEST:
Secretary

PFAFF-QUEALY CORPORATION
By:
Party of the Second Part

THE STATE OF Wyoming)
)
COUNTY OF Lincoln)

On this the 20th day of August, 1954, before me personally appeared Patrick J. Quealy and Ivan S. Jones, who, being by me first duly sworn, on their respective oaths did say: That they are respectively President and Secretary of WESTERN OIL REFINING COMPANY, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this day and year in this certificate first above written.

John N. Gratton
NOTARY PUBLIC

My commission expires:

Sept 20, 1955

THE STATE OF New York)
)
COUNTY OF New York)

On this the 26th day of August, 1954, before me personally appeared A. B. Belfer and Lawrence Reuben, who, being by me first duly sworn, on their respective oaths did say: That they are respectively President and Secretary of PFAFF-QUEALY CORPORATION, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said A. B. Belfer and Lawrence Reuben acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this day and year in this certificate first above written.

Philip Port
NOTARY PUBLIC

My commission expires:

PHILIP PORT
NOTARY PUBLIC, State of NEW YORK
No. 41-0000000
Qual. in Kings Cnty. Certs. filed with
N. Y. Co. Clerk & N. Y. Co. Registers
Term expires March 30, 1956

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DEPARTMENT OF CONSERVATION

1142-014 1V

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C.

Evanston 07538

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of June 1954, by and between WESTERN OIL REFINING COMPANY, a Wyoming corporation, hereinafter called "Western," the party of the first part, and PFAFF-QUEALY CORPORATION, a Wyoming corporation, hereinafter called "Pfaff-Quealy," the party of the second part, in consideration of the mutual promises and agreements between them, WITNESSETH as follows:

1. LAND DESCRIPTIONS:

The lands the subject of this agreement, are as follows:

Operating Agreement dated March 14, 1939 from H. A. LEWIS, E. J. LONG and WOOLF PETROLEUM COMPANY to NORTH LA BARGE OIL COMPANY, and also by assignment dated April 8, 1954 from MARGUERITE G. LEWIS to WESTERN OIL REFINING COMPANY covering that part of U. S. Oil and Gas Lease Number Evanston 07538, described as follows:

T. 27 N., R. 113 W., 6th P. M., Wyoming

Sec. 5: Lots 2, 3, 4, S1/2NW1/4

203587

containing 198.75 acres more or less,

all of said lands being subject to the following royalties heretofore, or hereby, reserved.

H. A. Lewis	1 1/2%
Woolf Petroleum Company	1 1/2%

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RECORDED October 5 1954 2:00 P M
IN BOOK 73 Oil PAGE 94
FEES $12.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

2. DEFINITIONS

"Shallow Zones", as used in this agreement, shall mean oil, gas, natural gasoline and associated fluid hydrocarbons in any and all formations underlying the real property the subject of this agreement above the depth of a stratigraphic zone 1500 feet above the top of the Frontier formation.

3. GRANTING WORDS

Pfaff-Quealy shall have and is hereby granted the sole and exclusive right to drill for and produce oil, gas, natural gas and associated fluid hydrocarbons from the "Shallow Zones" during the term of the lease and/or agreement hereinabove described, or any extension or renewal thereof, and during the term of any lease, or leases, or agreements subsequently issued to Western under a preference right to acquire new leases based on the ownership of the aforesaid lease and/or agreement covering the above described lands or any part thereof. Pfaff-Quealy shall have no right, title or interest in or to any oil, gas, natural gasoline or associated fluid hydrocarbons substances that may be found in structures or measures other than those existing in the "Shallow Zone," as herein defined.

4. RESERVATION

It is understood and agreed that Western, and/or its Assigns, is the owner and holder of the oil and gas rights underlying said "Shallow Zones," including the sole and exclusive

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right to drill for and produce oil, gas and other hydrocarbon substances from all zones, sands and measures other than "Shallow Zones". Western hereby expressly reserves all rights, royalties and payments inherent in the ownership of, or arising from any agreements pertaining to all zones, sands and measures other than "Shallow Zones".

5. SUBJECT TO BURDENS

This agreement and all rights granted to Pfaff-Quealy hereunder are expressly made subject to any and all royalty interests, oil payments, assignments, operating agreements, rental agreements, restrictions, conditions, obligations or financial burdens made, executed, suffered or incurred prior to the effective date of this agreement, but only as to those specifically set forth herein. Pfaff-Quealy does hereby assume and agree to perform all of the terms, covenants and conditions as contained in the oil and gas leases, operating agreements and other instruments of title as set forth herein, and agrees to save and hold Western harmless of and from any liability, claim or demand which may accrue thereunder with respect to said "Shallow Zones".

6. COVENANTS

Pfaff-Quealy, in its operations of said "Shallow Zones," shall comply with all orders of the United States Geological Survey of the Department of the Interior, and/or other governmental agency having or claiming to have jurisdiction over operations of the above described lands, and shall save and hold Western harmless of and from any and all liability, claim or demand with respect to or growing out of said operations. In this regard Pfaff-Quealy shall pay all royalties reserved by the United States upon all products produced by Pfaff-Quealy hereunder, which royalty payments shall be made directly to the United States, and shall pay all royalties reserved to other persons and parties, heretofore reserved, such royalties to be paid by Pfaff-Quealy directly to the parties thereunto entitled.

7. TAXES, LIENS, ETC.

Pfaff-Quealy shall pay all taxes, charges and assessments levied or assessed against said lands in connection with Pfaff-Quealy's operations hereunder. In the event such taxes, charges or assessments are not assessed separately against the "Shallow Zones" and the other rights held by Western or its Assigns, an equitable division of said taxes, charges and assessments shall be made between Western, its Assigns, and Pfaff-Quealy; provided, that until and unless production is developed from the "Deep Zones," all taxes, charges and assessments shall be paid by Pfaff-Quealy. Pfaff-Quealy shall pay and satisfy all claims for material, supplies and labor in connection with its operations hereunder, and shall keep said lands and the interests of Western and its Assigns therein free of liens or incumbrances of any and all kind on account of any act of Pfaff-Quealy.

8. RENTALS

Pfaff-Quealy shall pay one-half of all rentals reserved under the terms of the said leases accruing after the date hereof. Western or its assigns shall pay the remaining one-half of said rentals; provided, however, that Western may, at its election, pay all of said rentals as the same become due. Pfaff-Quealy will reimburse Western for one-half of such rentals within thirty days from the receipt of statement of rentals so paid by Western.

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Pfaff-Quealy shall not be required to reimburse Western for any rentals which are recoverable by Western by crediting the amount thereof against accruing royalty payments.

9. REQUIRED NEW OPERATIONS

In the event either party or its assigns neglects or refuses to begin and thereafter diligently pursue any new drilling operations required to be done by it in its own designated zone of operations, pursuant to the direction or order of the United States Geological Survey or any other governmental agency having or claiming to have jurisdiction over the operations, and such new drilling operations are necessary to keep the said oil and gas leases or operating agreements in good standing, then the other party may at its election any time during the Fifteen (15) days before the expiration of the time fixed by such governmental agency, or any extension thereof, drill such required well to the designated zone, and shall have the exclusive right to produce any oil, gas and/or other hydrocarbons from the said designated zone in the area surrounding such "required well", which area shall be the legal subdivision of forty (40) acres if the "required well" shall produce oil, and the legal quarter section of One Hundred and Sixty (160) acres surrounding the "required well" if the said well produces gas only.

10. REMEDIAL WORK

In the event either party or its assigns fails, neglects or refuses to begin, and thereafter to diligently prosecute remedial work or operations and/or fails to make any payment or do any act required to be done by it in its own designated zone or operations, pursuant to the direction or order of the United States Geological Survey, or other governmental agency having or claiming to have jurisdiction over the operations, and such remedial work, payment or act is necessary to keep said oil and gas lease or operating agreement in good standing, then the other party may at its election, within Fifteen (15) days following written notice to the defaulting party, effect such remedy, perform such act, or make such payment on behalf of the defaulting party, and may collect from the defaulting party One Hundred Percent (100%) of the sum expended thereon, plus Six Percent (6%) annual interest on the unpaid balance thereof. The parties hereto, upon receipt of any notice or demand concerning remedial work or operations, shall forthwith send a copy thereof to the other party.

11. RIGHT OF SURRENDER

Pfaff-Quealy may at any time, and from time to time, surrender to Western all or any portion of the lands herein described from the effect of this agreement, whereupon all obligations and rights of Western as to such surrendered lands shall cease and terminate, except for obligations which have theretofore accrued upon royalties or under the provision of Paragraph 10 hereof, and/or for the completion of operations then in progress, and/or proper abandonment of wells theretofore drilled. In the event of any partial surrender contemplated herein, the same shall be by legal subdivisions.

12. UNITIZATION

Western agrees to execute any and all instruments necessary or proper to unitize said oil and gas leases under any unit plan approved by the Secretary of the Interior insofar

as such unit plan effects the "Shallow Zones".

13. NOTICES AND PAYMENTS

All notices required to be served hereunder, or payments to be made, shall be so served or made by the delivering of the same to, and leaving the same at the office of the party upon or to whom said notice is to be served or payment made, or by depositing notice or payment in the United States mail, registered, postage fully prepaid thereon, addressed to the parties hereto as the following addresses, to-wit:

To Pfaff-Quealy — Pfaff-Quealy Corporation
P. O. Box 302
Big Piney, Wyoming

To Western — Western Oil Refining Company
Box 391
Kemmerer, Wyoming

Notices so mailed shall be deemed to be delivered Seventy-two (72) hours after depositing the same in the United States mail.

14. FAIR EMPLOYMENT

Pfaff-Quealy shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all sub-contracts.

15. RESERVATION TO THE UNITED STATES

The parties hereto hereby consent as to the land of the United States, to a reservation to the United States, pursuant to the provisions of the Act of August 1, 1946 (Public No. 585, 79th Congress) of all uranium, thorium and other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives, at any time to enter upon the land and prospect for, mine and remove same.

16. APPROVAL DEPARTMENT OF THE INTERIOR

This agreement is subject ot the approval of the Department of the Interior.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

ATTEST:

Secretary

PFAFF-QUEALY CORPORATION

By _____
President

ATTEST:

Secretary

WESTERN OIL REFINING COMPANY

By _____
President

WITNESSES:

Name _____

Address _____

Name _____

Address _____

WITNESSES:

Name _____

Address _____

Name _____

Address _____

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BUREAU OF LAND MANAGEMEN

THE STATE OF WYOMING)
: ss.
County of Lincoln)

On this 24th day of June, 1954, before me personally appeared Patrick J. Quealy and Ivan S. Jones, who being by me first duly sworn, on their respective oaths did say; That they are respectively President and Secretary of WESTERN OIL REFINING COMPANY, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and Notarial Seal this day and year in this certificate first above written.

John W. Gradner
Notary Public

My Commission expires Sept 20 1955

ACKNOWLEDGEMENT

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

On this 6th. day of July, 1954, before me appeared A. B. Belfer and Lawrence Ruben, to me personally known, who being by me duly sworn did say: That I/ (they) I/ (are) the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. Belfer and Lawrence Ruben acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 6th. day of July, 1954.

Mildred U. Geffner
Notary Public

MILDRED U. GEFFNER
Commissioner of Deeds, City of N. Y.
N. Y. Co. Clk. No. 75, Reg. No. 5-G-31
Term expires August 25, 1955

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1142-016

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, as is more particularly described in said agreement, which was recorded on _____ in book _____, page _____, Sublette County, Wyoming, being attached hereto and being made a part hereof

Federal Oil & Gas Lease - Evanston 07538

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

Section 32: Lot 6, NE¼, NE¼ SE¼
33: NW¼

407.69 acres, more or less

RECEIVED
JUN 22 1955
Land Office
Box 578 Cheyenne, Wyo.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

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of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd day of June, 1955

ATTEST:

Lawrence Ruben Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer President

"ASSIGNOR"

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

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being duly sworn by me did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

Violet Berman
Notary Public

VIOLET BERMAN
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

287457
Paid $10 assignment fee, Rec. #

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IN BOOK 73 page 459
FEES 4.50
SUBLETTE COUNTY CLERK
By Deputy

100

203589

AGREEMENT OF OPERATING AGREEMENT

1142-016

4

WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on _____ in book _____ per _____ Sublette County, Wyoming, being attached hereto and by reference made a part hereof

Federal Oil & Gas Lease - Evanston 07538

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

Section 32: Lot 6, NE¼, NE¼ SE¼
33: NW¼

407.69 acres, more or less

RECEIVED
JUN 22 1955
Land Office
Box 578 Cheyenne, Wyo.

IN BOOK 13 PAGE 435
FEB 4/30 1956
SUBLETTE COUNTY CLERK
Ayk. as Deputy

CERTIFIED
to be a true and correct copy
of the office record
SEP 19 1984
BUREAU OF LAND MANAGEMENT

[illegible] $10.00) and other [illegible] hereby bargain,

[illegible]

[illegible] of the said operating agreement from [illegible] to the above described lands on the terms and conditions of said operating agreement

IN WITNESS WHEREOF the [illegible] "Assignor" has signed and executed this instrument on this 2nd day of June 1955

[illegible]

[illegible] CORPORATION

A O Beckel

[illegible] President

"ASSIGNOR"

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

On this 2nd day of June, 1955, before me personally appeared A. O. BECKER and LAWRENCE RUBIN to me personally known, who being duly [illegible] did say that they are the President and Secretary of Pfaff Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. O. BECKER and LAWRENCE RUBIN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

Violet Berman
Notary Public

VIOLET BERMAN
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

[redacted] ASSIGNMENT OF OP[redacted]ING AGREEMENT

1142-014

WHEREAS, on the 24th. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on November 10, 1954 in book 10 O & G Leases, page 368, Sublette County, Wyoming, being attached hereto and being made a part hereof:

RECEIVED
JUN 22 1955
Office
Land
Box 578 Cheyenne, Wyo.

Federal Oil & Gas Lease - Evanston 07538

T. 27 N., R. 113 W., 6th. P. M., Wyoming

203590 Section 5: Lots 2, 3, 4, S½ NW¼

198.75 acres, more or less

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

RECORDED October 5, 1984 2nd P.M.
IN BOOK 73 Oil & Gas PAGE 101
FEES 4.50 Lou J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Kline

CERTIFIED
a true and comparative cop
the official file
121984
OF LAND MANAGEMEN

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer

A. B. Belfer, President

"ASSIGNOR"

STATE OF NEW YORK }
} ss.
COUNTY OF NEW YORK }

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being duly sworn by me did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

VIOLET BERMAN
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

Violet Berman
Notary Public

Paid $10 assignment fee, Rec. # 287453

101

102

1142-016 4

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on November 10, 1954, in book 10 O & G Leases, page 289, Sublette County, Wyoming, being attached hereto and being made a part hereof:

RECEIVED
JUN 22 1955
Land Office
Box 578 Cheyenne, Wyo.

Federal Oil & Gas Lease - Evanston 07538

T. 27 N., R. 113 W., 6th. P. M., Wyoming

Section 5: Lot 1, $S\frac{1}{2}$ $NE\frac{1}{4}$, $S\frac{1}{2}$

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

Section 32: $NE\frac{1}{4}$ $SE\frac{1}{4}$ and Lot 6
33: $S\frac{1}{2}$ $NW\frac{1}{4}$

607.47 acres, more or less

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

CERTIFIED
to be a true and comparative copy of file
of the office
SEP 121984
BUREAU OF LAND MANAGEMENT

287591

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer

A. B. Belfer, President

"ASSIGNOR"

RECORDED October 5 1984 2:00 P.M.
IN BOOK 73 Or & PAGE 102
Sublette County Clerk
By Dorothy M. Deere
Deputy

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

On this 2nd day of June, 1955 before me personally appeared A. B BELFER and LAWRENCE RUBEN, to me personally known, who being by me duly sworn did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

VIOLET BERMAN
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

Violet Berman
Notary Public

287459

Paid $1[redacted] Assignment Fee, Rec.#[redacted]

ASSIGNMENT OF OPERATING AGREEMENT

1142-016

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on November 10, 1954, in book 10 O & G Leases, page 289, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 07538

T. 27 N., R. 113 W., 6th. P. M., Wyoming

Section 5: Lot 1, S½ NE¼, S½

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

Section 32: NE¼ SE¼ and Lot 6
33: S½ NW¼

607.47 acres, more or less

RECEIVED
JUN 22 1955
Land Office
Box 578 Cheyenne, Wyo.

203592

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto

Arthur B. Belfer	25%
Rachel Belfer	27%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Alice Falls	8-1/3%
Jack Falls	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

CERTIFIED
to be a true and comparative copy of the official file
SEP 121984
BUREAU OF LAND MANAGEMENT

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described land and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the above named "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A B Belfer

A B Belfer, President

"ASSIGNOR"

RECORDED October 5 1984 2:00 P.M.
IN BOOK 73 O & G PAGE 103
FILED 450 Sandy Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M. Stivers

STATE OF NEW YORK }
} ss.
COUNTY OF NEW YORK }

On this 2nd day of June 1955 before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being by me duly sworn did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

VIOLET BERMAN
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

Violet Berman
Notary Public

104

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Cheyenne Land Office
409 Federal Office Building
Box 929, Cheyenne, Wyoming

Evanston 07838

0.00

1142-016

April 9, 1957

Oil and Gas

203593

DECISION 1/

Lessee: Western Oil Refining Company

Operator: Pfaff-Quealy Corporation

RECORDED October 5 1984 2:04 P M
IN BOOK 73 Oil & Gas PAGE 104
FEES $6.00 Lois Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deline

Drilling and Operating Agreement Approved
and Assignments of Operating Rights Approved

The above-captioned drilling and operating agreement involving noncompetitive oil and gas lease is hereby approved.

Acceptable evidence of the qualifications and holdings of the operator under the Mineral Leasing Act as amended has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

Filed 6/22/56

By operating agreement executed September 26, 1952, the above-named operator acquired operating rights in a portion of the leasehold described as Lot 6, E½, NE¼SE¼ sec. 32; W½ sec. 33, T. 28 N., R. 113 W., 6th P.M., Wyoming, 407.89 acres, above the depth of a stratigraphic zone 1500 feet above the top of the Frontier formation.

Filed 6/28/56

Assignor: Pfaff-Quealy Corporation
Assignee: Arthur B. Belfer, et al
By assignment executed September 26, 1952, the assignor conveyed operating rights described in the preceding paragraph to Arthur B. Belfer - 20%; to Rachel Belfer - 25%; to Selma Ruben - 8-1/3%; to Lawrence Ruben - 8-1/3%; to Anita Salts - 8-1/3%; to Jack Salts - 8-1/3%; to A. B. Belfer as Trustee for Robert Belfer - 16-2/3%.

Filed 7/14/56

Assignor: Arthur B. Belfer, et al
Assignee: Belfer Natural Gas Company
By assignment executed September 26, 1952, operating rights described in the two preceding paragraphs were conveyed to the assignee.

1/ Superseded decisions of April 30, 1956; May 1, 1956; September 11, 1956.

Form No. 4-535
(Aug. 1948)

16—67888-1 U. S. GOVERNMENT PRINTING OFFICE

CERTIFIED
to be a true and comparative cop
of the offici[illegible] file
SEP 12 1984
BUREAU OF LAND MANAGEMENT

Decision (continued) Evanston 07538

Lessee: Western Oil Refining Company Filed 6/22/56
Operator: Pfaff-Quealy Corporation
By agreement executed June 23, 1954, the operator named acquired operating rights in a portion of the leasehold described as Lot 1, $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}$ sec. 5, T. 27 N., R. 113 W., 6th P.M., and Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$ sec. 32; $S\frac{1}{2}NW\frac{1}{4}$ sec. 33, T. 28 N., R. 113 W., 6th P.M., Wyoming, 607.47 acres, below the depth of a stratigraphic zone 1500 feet above the top of the Frontier formation.

Assignor: Pfaff Quealy Corporation Filed 6/22/56
Assignee: Arthur B. Belfer, et al
By assignment executed June 23, 1954, the assignees named in the paragraph of this decision acquired operating rights in the above-described 607.47 acres, in the same proportions as enumerated in the second paragraph.

Assignor: Arthur B. Belfer, et al Filed 7/14/56
Assignee: Belfer Natural Gas Company
By assignment executed June 23, 1954, the assignee acquired operating rights described in the paragraph next preceding.

Lessee: Western Oil Refining Company Filed 6/22/56
Operator: Pfaff-Quealy Corporation
By agreement executed June 24, 1954, the operator named acquired operating rights in a portion of the leasehold described as Lots 2, 3, 4, $S\frac{1}{2}NW\frac{1}{4}$ sec. 5, T. 27 N., R. 113 W., 6th P.M., Wyoming, 198.75 acres, above the depth of a stratigraphic zone 1500 feet above the top of the Frontier formation.

Filed 6/22/56

Assignor: Pfaff Quealy Corporation
Assignee: Arthur B. Belfer, et al
By assignment executed June 24, 1954, the assignees named in the second paragraph of this decision acquired operating rights in the above-described 198.75 acres, in the same proportions as enumerated in the second paragraph.

Filed 7/14/56

Assignor: Arthur B. Belfer, et al
Assignee: Belfer Natural Gas Company
By assignment executed June 24, 1954, the assignee acquired operating rights described in the paragraph next preceding.

Edward Gillotte
Acting Manager

3 cc GS, Casper
1 cc Frank M. Gallivan, Atty.
w/3 cc for all parties,
and surplus copies of
agreements
AHOlswold

CERTIFIED
to be a true and comparative cop
of the offic[illegible] file
SLC 121984
BUREAU OF LAND MANAGEMENT

106

16487

10

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 24th day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, ~~an exact copy of~~ said agreement, ~~which~~ was recorded on November 10, 1954, in book 10 O & G leases, page 368, Sublette County, Wyoming ~~being attached hereto and being made a part hereof~~.

RECEIVED
CHEYENNE, WYOMING

Federal Oil & Gas Lease - Evanston 07538

T. 27N., R. 113W., 6th P.M., Wyoming
Section 5: Lots 2, 3, 4, $S\frac{1}{2}NW\frac{1}{4}$

SUBJECT TO MORTGAGE(S) AND
SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

198.75 acres, more or less

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", BELFER NATURAL GAS COMPANY, does hereby bargain, sell, transfer and assign and convey unto BELCO PETROLEUM CORPORATION all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this ___ day of SEP 28 1959

BELFER NATURAL GAS COMPANY

WITNESS:

203594

Jack Saltz

By: Lawrence Ruben, Partner

"ASSIGNOR"

(94)
RECORDED Oct 5 1984 2:00 P M
IN BOOK 73 Oil PAGE 106
FEES $0.00 Lois Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Deere

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

On the ___ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN, to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of BELFER NATURAL GAS COMPANY under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this ___ day of SEP 28 1959, 1959.

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03-8654123
Qualified in Bronx County
Commission Expires March 30, 1960

Reba Rosenblum
Notary Public

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

SEP 12 1984

BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

WITNESSES: ATTEST

John P. Dietzel

(Name and address)

John P. Dietzel, Assistant Secretary

(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York

(Address)

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

Assignment approved effective ..... (to be)

THE UNITED STATES OF AMERICA

By ..... SEP 12 1984
(Signing officer)

..... BUREAU OF LAND MANAGEMENT
(Title)

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

RIDER TO LEASE Evanston 07538

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under a nd that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE Evanston 07538

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

CERTIFIED
to be a true and comparative cop
of the offic[illegible] file
SEP 121984
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] Schal[redacted]
11-10-59

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Land Office
409 Federal Office Building
Box 929, Cheyenne, Wyoming

9.50f

1142-016

November 10, 1959

Oil and Gas

DECISION

Lessee: Western Oil Refining Company

Operator: Belfer Natural Gas Company

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

Assignment of Drilling and Operating Agreement Approved

The following assignments of drilling and operating agreements involving noncompetitive oil and gas leases are hereby approved.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

These are assignments of Belfer Natural Gas Company's undivided 100% interest in the operating rights, below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, in the following oil and gas leases:

All Filed: October 7, 1959

Lot 1, S½NE¼, S½ Sec. 5, T. 27 N., R. 113 W; Lot 6, NE¼SE¼ Sec. 32; S½NW¼ Sec. 33, T. 28 N., R. 113 W., containing 607.47 acres.	Evanston 07538 ✓	27N,113W. 28N,113W.
All	Evanston 07555	27N,113W.
All	Evanston 07671 (a)	27N,113W.
All	Evanston 07671 (b)	27N,113W.
All	Evanston 010270 (b)	27N,113W.
All	Evanston 021978	27N,113W.
All	Evanston 026191	27N,113W.

The lands in these leases are in the North LaBarge Deep Unit; therefore, the acreage is not chargeable.

These are assignments of Belfer Natural Gas Company's undivided 100% interest in the operating rights, above the top of a stratigraphic zone, 1,500 feet above the top of the Frontier Formation, in the following oil and gas leases:

Lots 2, 3, 4, S½NW¼ Sec. 5, T. 27 N., R. 113 W., and Lot 6, NE¼, NE¼SE¼ Sec. 32; NW¼ Sec. 33, T. 28 N., R. 113 W., containing 606.44 acres.	Evanston 07538 ✓	27N,113W. 28N,113W.
All	Evanston 020363	28N,113W.
All	Evanston 022234	28N,113W.
All	Evanston 022261	28N,113W.

The lands in lease, Evanston 07538, are in the North LaBarge Deep Unit; therefore, the acreage is not chargeable.

Belco Petroleum Corporation has on file in this office a $50,000 bond to cover their operations in the State of Wyoming.

Cecil L. Hase

CERTIFIED Cecil L. Hase
to be a true and comparative copy Manager
of the official file

cc: FS-Casper (30)

SEP 121984

BUREAU OF LAND MANAGEMENT

109

110

ASSIGNMENT OF OPERATING AGREEMENT

816488

1142-016

WHEREAS, on the 23rd, day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted] said agreement [redacted] was recorded on November 10, 1954 in book 10 O & G leases [redacted] page 289, Sublette County, Wyoming, [redacted]

Federal Oil & Gas Lease Evanston 07538

T. 27N., R. 113W., 6th P.M., Wyoming
Section 5: Lot 1, $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}$

T. 28N., R. 113W., 6th P.M., Wyoming
Section 32; $NE\frac{1}{4}SE\frac{1}{4}$ and Lot 6
Section 33: $S\frac{1}{2}NW\frac{1}{4}$

607.47 acres, more or less

SUBJECT TO MORTGAGE(S) AND/OR
SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY,

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", BELFER NATURAL GAS COMPANY, does hereby bargain, sell, tranfer and assign and convey unto BELCO PETROLEUM CORPORATION all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 28 1959

WITNESS:

203595

Jack Salts

BELFER NATURAL GAS COMPANY

By: Lawrence Ruben, Partner

"ASSIGNOR"

RECORDED October 5 1984 2:00 PM
IN BOOK 73 Ovts PAGE 110
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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

On the _____ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP 28 1959, 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 8653123
Qualified in Bronx County
Commission Expires March 30, 1960

CERTIFIED
to be a true and comparative copy
of the official file
SEP 121984
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

WITNESSES: ATTEST

John P. Dietzel, Assistant Secretary
(Name and address)

John P. Dietzel, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York
(Address)

to be a true and comparative cop
of the office file

Assignment approved effective SEP 121984

THE UNITED STATES OF AMERICA

By ..... (Signing officer)

BUREAU OF LAND MANAGEMENT

..... (Title)

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

112

816489

ASSIGNMENT OF OPERATING AGREEMENT

1142-014

WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, ~~a true~~ copy of said agreement, ~~which~~ was recorded on July 19, 1954, in book 9 Oil & Gas Leases, page 150, Sublette County, Wyoming, ~~being attached hereto and being made a part hereof~~:

SUBJECT TO MORTGAGE(S) AND
SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

Federal Oil & Gas Lease - Evanston 07538

T. 28N., R. 113W., 6th P.M., Wyoming
Section 32: Lot 6, NE¼, NE¼SE¼
Section 33: NW¼

407.69 acres, more or less

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", BELFER NATURAL GAS COMPANY, does hereby bargain, sell, transfer and assign and convey unto BELCO PETROLEUM CORPORATION all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this ____ day of SEP 28 1959

203596

BELFER NATURAL GAS COMPANY

WITNESS:

Jack Saltz

By: Lawrence Ruben, Partner

"ASSIGNOR"

RECORDED October 5 1984 2:40 P.M.
IN BOOK 73 Oil & Gas PAGE 112
FEES 8.00 Laura J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Patterson

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

On the ____ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executdd the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this ____ day of SEP 28 1959, 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
[redacted]mission Expires March 30[redacted]0

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RIDER TO LEASE EVANSTON 0753

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE EVANSTON 07538

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

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BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

BELCO PETROLEUM CORPORATION

WITNESSES: ATTEST

.....
(Name and address)

John P. Dietzel, Assistant Secretary
(Name and address)

.....
(Assignee's signature)

Executive Vice President

630 Third Avenue, New York 17, New York
(Address)

(To be true and complete copy of the official file)

Assignment approved effective .....

THE UNITED STATES OF AMERICA

121984

By .....
(Signing officer)

BUREAU OF LAND MANAGEMENT

.....
(Title)

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

203597

RECORDED October 5 1962 2:00 P.M.
IN BOOK 73 Oil & Gas PAGE 115
FEES $2.00 Laura Yale COUNTY CLERK
WYOMING
by Dorothy McElhinney

RECEIVED
MAY 29 1962

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 1962, by and between WESTERN OIL REFINING COMPANY, a Wyoming corporation, whose address is 915 Pine Avenue, Kemmerer, Wyoming, hereinafter called "Western", party of the first part, and BELCO PETROLEUM CORPORATION, a Delaware Corporation, whose address is Belco Petroleum Building, 630 Third Avenue, New York City 17, New York, hereinafter called "Belco".

WITNESSETH:

A. WHEREAS, Western owns the shallow rights in and to the lands and leases, the subject of this agreement, which are as follows:

United States Oil and Gas Lease Evanston 07538, by and through an "Operating Agreement" dated March 14, 1939, from H. A. Lewis, E. J. Long, and Woolf Petroleum Company to North LaBarge Oil Company, insofar as the same covers the following described lands:

T. 27N., R. 113W., 6th P.M., Wyoming
Section 5: Lot 1, S/2NE/4, N/2SE/4

containing 199.78 acres, more or less.

said lands being subject to the following royalties heretofore reserved.

H. A. Lewis	1 1/2%
Woolf Petroleum Company	1 1/2%

United States Oil and Gas Lease Evanston 026191, by and through an "Operating Agreement" from Fred J. Hischier, permittee, and Susan J. Quealy, contractor, dated March 15, 1939, and Agreement of Assignment from Fred J. Hischier to Western Oil Refining Company, dated November 23, 1948, then by lease, United States Government to Western Oil Refining Company, bearing date of January 1, 1950, insofar as the said oil and gas lease covers the following described lands:

T. 27N., R. 113W., 6th P.M., Wyoming
Section 4: NW/4NW/4 (Lot 4), S/2NW/4, NW/4SW/4
E/2SW/4, W/2SE/4

containing 319.85 acres, more or less.

said lands being subject to the following royalties heretofore reserved:

Joseph A. Minton	2/9 of 2 1/2%
Grace Marquis	2/9 of 2 1/2%
J. K. Wellman	1/9 of 2 1/2%
Jessie Wellman	1/9 of 2 1/2%
Fred J. Hischier	1/9 of 2 1/2%
Patrick J. Quealy	1/2 of 1%
Margaret Fitzpatrick	7/8 of 1/6 of 2 1/2%
Francis John Fitzpatrick	1/18 of 2 1/2%
Agnes E. Fern	1/8 of 1/6 of 2 1/2%

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BUREAU OF LAND MANAGEMENT

and,

B. WHEREAS, "Belco" owns "Shallow Operating Rights", more particularly des-

cribed hereafter and being in the immediate vicinity of the lands the subject of this agreement; and,

C. WHEREAS, it has been determined by the parties hereto that all of said lands contain a common single geological structure, wherein several sands and horizons produce hydrocarbon substances; and,

D. WHEREAS, it is deemed desirable for purposes of conservation and operating economy that the entire geological structure be operated by a single operator.

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

1. DEFINITIONS

"Shallow Zones" as used in this agreement is defined as all formations from the surface to 1500 feet above the top of the Frontier Formation.

2. GRANTING WORDS

Belco shall have and is hereby granted the sole and exclusive right to drill for, mine, extract, remove, use, process, dispose of, and market all oil, gas and other hydrocarbon substances from the "Shallow Zones", underlying the real property, the subject of this agreement as described in Paragraph A, during the term of the leases and/or agreements hereabove described or any extension or renewal thereof, and during the term of any lease or leases or agreements subsequently issued to Western under a preference right to acquire new leases based on the ownership of the aforesaid leases and or agreements covering the above described lands or any part thereof. Belco is also granted the right to possess, enter upon and occupy the lands described above for the purposes hereinabove set out in this Paragraph 2.

3. SUBJECT TO BURDENS

This agreement and all rights granted to Belco hereunder are expressly made subject to any and all royalty interests, oil payments, assignments, operating agreements, rental agreements, restrictions, conditions, obligations or financial burdens made, executed, suffered or incurred prior to the effective date of this agreement, but only as to those specifically set forth herein. Belco does hereby assume and agree to perform all of the terms, covenants and conditions as contained in the oil and gas leases, operating agreements, and

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other instruments of title as set forth herein, insofar as such terms, covenants and conditions relate and pertain to the said "Shallow Zones", and agrees to save and hold Western harmless of and from any liability, claim or demand which may accrue thereunder with respect to said "Shallow Zones".

4. COVENANTS

Belco in its operations of the "Shallow Zones" granted to it herein shall comply with all orders of the United States Geological Survey of the Department of the Interior, and/or other governmental agency having or claiming to have jurisdiction over operations of the above described land, and shall save and hold Western harmless of and from any and all liability, claim or demand with respect to or growing out of said operations. In this regard, Belco shall pay or cause to be paid, all royalties reserved by the United States upon all products produced by Belco hereunder, which royalty payments shall be made directly to the United States, and shall pay or cause to be paid all royalties reserved to other persons and parties, upon all products produced by Belco hereunder, such royalties to be paid directly to the parties thereunto entitled.

5. RENTALS

Rentals shall be paid and borne 100 per cent by Belco.

6. ROYALTIES RESERVED AND TO BE ASSIGNED

This grant of operating rights is in consideration of the payment to Western by Belco of 6 per cent of the 8/8ths of the gross production of the "Shallow Zones" from the lands described in the aforementioned Paragraph A and this Paragraph 6. To implement said consideration, Western hereby reserves and Belco specifically agrees to pay an overriding royalty of 6 per cent of 8/8ths of the gross production from the "Shallow Zones" which are the subject of this agreement as hereinabove described in Paragraph A hereof.

Belco hereby and as a vital part of the consideration for this agreement covenants and promises to assign by proper instrument, or instruments, an overriding royalty of 6 per cent of 8/8ths of the production from the "Shallow Zones" of the following described lands and leases:

United States Oil and Gas Lease Evanston 07538

T. 28N., R. 113 W., 6th P.M., Wyoming
Section 33: NW/4
Section 32: NE/4, NE/4SE/4, Lot 6

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T. 27N., R. 113 W., 6th P.M., Wyoming
Section 5: Lot 2

United States Oil and Gas Lease Evanston 022209

T. 28N., R. 113 W., 6th P.M., Wyoming
Section 33: SW/4NE/4, N/2SW/4, NW/4SE/4
Lots 1, 2 and 3

United States Oil and Gas Lease Evanston 020363

T. 28N., R. 113 W., 6th P.M., Wyoming
Section 32: Tract 53, Lots 2 and 5

United States Oil and Gas Lease Wyoming 048780

T. 27N., R. 113 W., 6th P.M., Wyoming
Section 4: Lots 2 and 3, SW/4NE/4

It is expressly agreed and understood that the payment by Belco of the above described overriding royalty is a vital part of the consideration for this agreement, and it is further expressly agreed and understood that should the average daily production of oil from the oil wells on the said area decrease to 15 barrels or less per well per day so that the United States Government might otherwise prohibit the payment of any portion of said overriding royalty, then and in that event the consideration for this agreement shall fail and this agreement shall terminate. Upon such termination Belco will surrender to Western the operating rights transferred by this instrument and Western will reassign and terminate its overriding royalty made pursuant to this paragraph as to all other lands on said structure as described above, so that there shall be no unlawful overriding royalty over the limitation imposed by the regulations of the Bureau of Land Management. Not withstanding the foregoing, this agreement will continue in full force and effect for so long as Belco shall make monthly payments to Western in an amount equivalent to the diference between royalties actually paid to Western and the 6 per cent of 8/8ths of the gross production from the "Shallow Zones", the subject of this agreement. This payment by Belco shall be the consideration for maintaining this agreement in full force and effect.

7. PURCHASE OF EQUIPMENT

Western has heretofore drilled and equipped 2 wells on said lands. Belco hereby buys and Western hereby sells the casing, tubing, and well head equipment on said wells, including flow lines from said wells to and including the four valve flow manifold at the termination of said flow lines. Belco agrees to pay Western $17,121.27 as the purchase price of said equipment.

There is also located on said lands an oil treater, heater, various oil storage

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tanks and automatic custody transfer equipment together with connecting lines which Western does not sell and Belco does not buy, and which Western may remove within a reasonable time.

8. PURCHASE OF WELLS

Belco further agrees to pay Western the sum of $22,878.73 as compensation for the two wells previously drilled on said lands.

9. MONTHLY STATEMENTS AND PAYMENT DATE

Belco shall furnish Western, on or before the last day of each month, a statement covering the preceeding calendar month, setting out thereon the amount of production of gas and/or oil produced from or allocated from all of the lands set forth and described in Paragraph A and Paragraph 6 hereof.

Operator agrees to account for and pay to Western on or before the last day of each calendar month for all oil and/or gas produced and sold during the preceeding calendar month.

10. NOTICE OF CHANGE OF OWNERSHIP BY WESTERN

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

11. RIGHT TO REMOVE PROPERTY

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

12. LIMITING RIGHT OF SURRENDER

Belco will not surrender or relinquish to the United States said lands or the oil or gas deposits therein, or any part thereof, or surrender or relinquish said lease insofar as the same may affect any of said lands as described in Paragraph A, without the consent in writing of Western first being obtained. Belco will not commit any act which will furnish cause for forfeiture or cancellation thereof, and that immediately upon the receipt of any notice or communication pertaining thereto from the United States Government or any other

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person, Western will transmit such notice or communication or a copy thereof to Belco.

13. FORCE MAJEURE

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

14. CONFORMING THIS AGREEMENT TO LAWS AND REGULATIONS

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

15. TERMINATION

This agreement shall remain in full force and effect during the entire life of said leases and any renewal or extension thereof, subject to the rights of termination and reassignment as contained in Paragraph 6.

16. ANTIDISCRIMINATION CLAUSE

In connection with the performance of work under this agreement, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the foregoing: 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 Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employ-

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ment, notices to be provided by the contracting officer setting forth the provisions of the nondiscriminating clause.

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

17. ASSIGNABILITY

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

18. UNITIZATION

At any time upon request by Belco, Western will commit its royalty interest reserved herein in said lands to any Federal type unit agreement covering said lands.

19. WARRANTY

Western expressly warrants and guarantees all of the lands, leases and leasehold equipment conveyed herein, and has full authority to assign the interest herein conveyed.

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

ATTEST:

Glen L Roberts
Secretary

WESTERN OIL REFINING COMPANY

Patrick J. Ganley
President

ATTEST:

Secretary

BELCO PETROLEUM CORPORATION

Executive Vice President

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SEP 121984
BUREAU OF LAND MANAGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

On this 16th day of May, 1962, before me appeared Patrick J. Quealy, to me personally known, who being by me duly sworn, did say that he is the President of WESTERN OIL REFINING 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 Patrick J. Quealy acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 16 day of May, 1962.

Notary Public

My Commission expires: [illegible] 1964.

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

On this 22nd day of May, 1962, before me appeared Jack Salit

, to me personally known, who being by me duly sworn did say that he is the Secretary of BELCO PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Lawrence Ruben acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 22nd day of May, 1962.

Betty Ann Kirk
Notary Public

My commission expires:

BETTY ANN KIRK
Notary Public, State of New York
No. 24-2130140
Qualified in Kings County
Certificate filed in New York county
Commission Expires March 30, 1963

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WSO-F-117
(Rev. 9/61)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2002 Capitol Avenue
P. O. Box 929
Cheyenne, Wyoming
June 29, 1962

In reply refer to:
9.50f
Schalmo
1142-016

Oil and Gas

DECISION

Lessee: Western Oil Refining Company, 915 Pine Avenue, Kemmerer, Wyoming

Operator: Belco Petroleum Corporation, 630 Third Avenue, New York City 17, N. Y.

Drilling and Operating Agreement Approved

The above-referenced drilling and operating agreement is hereby approved.

Acceptable evidence of the qualifications and holdings of the operator under the Mineral Leasing Act as amended has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

By means of this agreement, there is conveyed an undivided 100% interest of operating rights in the following oil and gas leases, as to the following described lands:

Evanston 07538 - T. 27 N., R. 113 W., 6th P.M., Wyoming
sec. 5: Lot 1, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
containing 199.78 acres, from the surface to 1500 feet above the top of the Frontier Formation.

Evanston 026191 - T. 27 N., R. 113 W., 6th P.M., Wyoming
sec. 4: Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
containing 319.85 acres, from the surface to 1500 feet above the top of the Frontier Formation.

Belco Petroleum Corporation has on file, a $100,000 bond to cover its operations.

The lands in these leases are in the North LaBarge Deep Unit.

Arvin H. Olswold
Chief, Minerals Section

Copy to: GS, Casper, Wyoming(8)
(6)

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of the official on file
SEP 12 1984
BUREAU OF LAND MANAGEMENT

LEASE ASSIGNMENT

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE §

THAT for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned HOLLY ENERGY, INC., a California corporation, whose address is 2600 Diamond Shamrock Tower, 717 North Harwood, Dallas, Texas 75201 ("Assignor"), does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto BELNORTH PETROLEUM CORPORATION, a Delaware corporation, whose address is 10000 Old Katy Road, Houston, Texas 77055 ("Assignee"), subject to the terms and provisions set forth herein, all of the Assignor's right, title and interest in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases and other interests therein (the "Leases") covering the lands specifically described or referred to in Exhibit "A" attached hereto and made a part hereof for all purposes, even though Assignor's interests in said lands be incorrectly described in, or a description of such interests be omitted from, Exhibit "A"; together with identical interests in and to all property and rights incident thereto, including without limitation, all materials, equipment, personal property and fixtures located thereon or used in connection therewith and all of Assignor's rights in, to and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto; all of the foregoing properties, rights and interests being hereinafter sometimes called the Subject Interests.

Assignor hereby binds itself, its successors and assigns, to warrant and forever defend the Subject Interests unto the Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor but not otherwise. Assignor further gives and grants unto Assignee full power and

203623

RE[illegible] October 9 1984 3:00 P
IN BOOK 73 Ov &
RECS 14th Lou J Yake CLERK
SUBLETTE COUNTY, [illegible]

right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Subject Interests.

1.

Assignor hereby covenants and warrants that Assignor is the lawful owner of the Subject Interests, with full power to sell and convey, and that the Subject Interests, together with all personal property, machinery and equipment located thereon, are now free and clear of all liens and encumbrances created or occasioned by Assignor.

2.

Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

3.

By its acceptance of this Lease Assignment, Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the interests assigned herein are subject to and shall bear their proportionate share of all existing burdens on the Leases.

4.

This Lease Assignment is subject to the terms and provisions of that certain Agreement dated May 16, 1984, by and between Assignor, Assignee and Holly Corporation.

5.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this 18th day of July, 1984, but effective as of the 1st day of June, 1984, at 7:00 o'clock A.M.

ASSIGNOR

HOLLY ENERGY, INC.

Attest:

By

ASSISTANT SECRETARY

VICE PRESIDENT

ASSIGNEE

BELNORTH PETROLEUM CORPORATION

Attest:

By

Assistant Secretary

J. M. Oswald

Executive Vice President

(Wyoming Acknowledgments)

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 18 day of July, 1984, by William H. Boyles, the VICE PRESIDENT of HOLLY ENERGY, INC., a California corporation, on behalf of said corporation.

My Commission Expires:

8-31-84

Linda J. Dunavant
Notary Public in and for
the State of Texas

LINDA J. DUNAVANT
Print Name

THE STATE OF TEXAS §
§
COUNTY OF ~~DALLAS~~ Harris §

The foregoing instrument was acknowledged before me this 26th day of July, 1984, by J. M. Oswald, the Executive Vice President of BELNORTH PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires:

Ron Holder
Notary Public in and for
the State of Texas

Print Name RON HOLDER
Notary Public in and for the State of Texas
My Commission Expires June 26, 1988.

EXHIBIT "A"

Attached hereto and made a part of this Exhibit "A" are descriptions of properties situated in Sublette County, Wyoming. The recording references in the attached schedule are references to the records of such county in which there are recorded oil and gas leases and instruments conveying interests therein.

In the attached schedule:

(1) The term "Gross Working Interest" or "Working Interest" following the description of a particular lease shall be deemed to state the undivided interest of Holly Energy, Inc. in and to such particular lease.

(2) The term "Net Revenue Interest", the term "Net Working Interest", or the symbol "NRI" following the description of a particular lease shall be deemed to state the net interest of Holly Energy, Inc. in the oil and gas in and under the lands covered by such lease and produced therefrom under and by virtue of such lease, after deducting from the Gross Working Interest of Holly Energy, Inc. in and to such particular lease all royalties, overriding royalties and other payments out of production to which such Gross Working Interest of Holly Energy, Inc. in and to such particular lease is subject.

(3) If the term "BPO" is used, the same shall be deemed to mean and state the particular interest of Holly Energy, Inc. before the occurrence of an event as a result of which the interest of Holly Energy, Inc. will be increased or decreased. If the term "APO" is used, the same shall be deemed to mean and state the particular interest of Holly Energy, Inc. after the occurrence of such an event.

(4) The term "HEI" shall mean Holly Energy, Inc.

(5) The term "BS" shall mean "base".

(6) The term "TD" shall mean the total depth drilled in the well on the land in connection with which such symbol is used.

HEI LEASE(03092) SUB( ) TRACT( ) W-47817

IGINAL LESSOR: BUREAU OF LAND MANAGEMENT

IGINAL LESSEE: ROBERT S. GATES

ASE DATED: 11/01/74 RECORDED IN BOOK: ENTRY/PAGE:

ND DESCRIPTION:
7N11W 24 SEC. 24: SW

GROSS ACRES: 160.00 GROSS WORKING INTEREST: 87.5000 %
NET ACRES: 160.00 NET WORKING INTEREST: 73.0625 %

130

12

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-72837

Lease effective date
July 1, 1981

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

SEE ATTACHED EXHIBIT A

Address (include zip code)

SEE ATTACHED EXHIBIT A

The undersigned, as owner of 12.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North, Range 110 West, 6th P.M. Section 5: Lots 1, 2, 3, 4, S½ Section 6: Lot 4, S½SE¼ Section 7: E½ Section 8: All Containing 1559.79 acres, more or less, in Sublette County, Wyoming	203614

RECORDED October 9 1984 3:00 P.M.
IN BOOK 23 Misc PAGE 130
FEES $ 12.25 Lenore Yake COUNTY CLERK
SUBLETTE COUNTY WYOMING
by Dorothy M Stone

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	12.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any Eight and one-quarter percent of eight-eighths	8.25%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 24th day of September, 1984.

GENERAL HYDROCARBONS, INC.

Wayne H. Chestnut

(Assignor's Signature)

Wayne H. Chestnut, President

ATTEST: Corporate Seal

Frank H. Voigt, Secretary

490 North 31st Street, Suite 200

P.O. Box 31515

(Assignor's Address)

Billings, Montana 59107-1515

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form [redacted] reproduced provided that [redacted] ions on one sheet of both sides of this [redacted] m in accord-

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.

C. IT IS HEREBY CERTIFIED That the statements 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 September, 1984. General Hydrocarbons, Inc., Managing
GUARANTY ENERGY GROUP 1981 General Partner

Wayne H. Chestnut
(Assignee's Signature)

P.O. Box 31515
(Assignee's Address)

Wayne H. Chestnut, President, General Hydorcarbons, Inc.,
ATTEST:

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

Frank H. Voigt, Secretary

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

SEAL

INSTRUCTIONS

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

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 24th day of September, 1984.

Wayne H. Chestnut

(Assignee's Signature)

Wayne H. Chestnut, President

ATTEST:

Frank F. Voigt, Secretary

GENERAL HYDROCARBONS 1981X OIL AND GAS PROGRAM by
General Hydrocarbons, Inc., Managing General Partner

(Assignee's Address)

P.O. Box 31515

Billings, Montana 59107-1515

(City) (State) (Zip Code)

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

INSTRUCTIONS

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.

EXHIBIT A

To that certain Assignment of Record Title by and between General Hydrocarbons, Inc. (Assignor) and Guaranty Energy Group 1981 and General Hydrocarbons 1981 Oil and Gas Program (Assignees), dated September 29, 1984

GUARANTY ENERGY GROUP 1981 — an undivided 5.0%
490 North 31st Street, Suite 200
P.O. Box 31515
Billings, Montana 59107-1515

GENERAL HYDROCARBONS 1981X OIL AND GAS PROGRAM — an undivided 7.5%
490 North 31st Street, Suite 200
P.O. Box 31515
Billings, Montana 59107-1515

GENERAL HYDROCARBONS, INC.

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared WAYNE H. CHESTNUT, 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 General Hydrocarbons, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th day of September 1984.

Lonnie Koehn
Notary Public

4-10-87
My Commission Expires

GUARANTY ENERGY GROUP 1981

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of September, 1984, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Lonnie Koehn
Notary Public

4-10-87
My Commission Expires

GENERAL HYDROCARBONS 1981X OIL & GAS PROGRAM

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 24th day of Septembes, 1984, before me, a Notary Public, personally appeared Wayne H. Chestnut, to me personally known, who, being by me duly sworn, did acknowledge before me under oath that he is the President of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Lonnie Koehn
Notary Public

4-10-87
My Commission Expires

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-48830 -

Lease effective date
February 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
HPC, INC.
~~Home Petroleum Corporation~~

Address (include zip code)
999-18th Street, Suite 801
Denver, Colorado 80202

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

2. Describe the lands affected by this assignment

Sublette County, Wyoming
T37N-R110W, 6th P.M.
Section 9: E/2
Section 10: N/2NW/4
Section 12: SW/4SE/4
Section 14: N/2S/2, SE/4SW/4, SW/4SE/4
Section 15: N/2SE/4, SW/4SE/4
Section 18: Lots 1, 2, 3, 4; W/2E/2, E/2W/2
Section 23: W/2NE/4, E/2NW/4, SW/4NW/4
Section 24: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4

Containing 1831.52 acres, more or less.

Assignment approved as to lands described below

203625

RECORDED October 9 1984 3:00 P
IN BOOK 73 Oil & Gas PAGE 135
FEES 6.75 Lou A Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

If the Assignee, its successors or assigns, should, at any time, desire to relinquish said oil and gas lease as to all, or any portion, of the above described lands, Assignee, its successors or assigns, shall tender to Assignor only, and without additional burdens, a reassignment of said lease as to the lands sought to be relinquished to the Assignor at least ninety (90) days prior to the expiration of said lease, in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within thirty (30) days from the time the same is tendered, failing in which, the Assignee, its successors or assigns, shall be free to surrender, or relinquish, said lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from all rentals and liability of whatsoever character subsequently accruing under said lease on account of the lands covered by said reassignment. In the event Assignee, its successors or assigns, shall fail to carry out the above provisions, or if it should for any reason fail to pay the annual rental, and the lease is hereby terminated or expires, Assignee its successors or assigns, will pay to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal to the consideration paid by Assignee for said lease.

If 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 15th day of June, 1984.

AMAX PETROLEUM CORPORATION

BY: _____
(Assignor's Signature)
Lloyd H. Parks, President

P. O. Box 42806
(Assignor's Address)

ATTEST:
BY: _____
Joe Kepke, Assistant Secretary

Houston, Texas 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.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

74027024A/KK

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

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.

ecuted this 13th day of September , 19 84 .

PC, INC.

R.W. Ponfick

(Assignee's Signature)

R.W. Ponfick, Attorney-in-Fact

1225-17th Street, Suite 3100

(Assignee's Address)

Denver Colorado 80202

(City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared LLOYD L. PARKS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the PRESIDENT of AMAX PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 18th day of June, 1984.

(S E A L)

Patricia G. Mainka

Notary Public in and for
THE STATE OF TEXAS

My Commission Expires:

1-02-85

Patricia G. Mainka
Notary Public in and for the State of Texas
My Commission Expires 1-02-85
Bonded by S. G. Raphael & Company

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-53091

Lease effective date
January 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name HPC, INC.
~~Home Petroleum Corporation~~

Address (include zip code)
999-18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below. 203626

2. Describe the lands affected by this assignment

Sublette County, Wyoming
T37N-R110W, 6th P.M.
Section 21: SE/4SW/4
Section 26: E/2SE/4, SW/4SE/4
Section 33: S/2NE/4, N/2SW/4, SE/4
Section 34: S/2NW/4, SW/4, NE/4SE/4, SW/4SE/4
Section 35: W/2

Containing 1120 acres, more or less.

Assignment approved as to lands described below

RECORDED October 9 1984 3:00 P.M.
IN BOOK 73 Deeds PAGE 137
FEES $6.00 Lavina Yonke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

If the Assignee, its successors or assigns, should, at any time, desire to relinquish said oil and gas lease as to all, or any portion, of the above described lands, Assignee, its successors or assigns, shall tender to Assignor only, and without additional burdens, a reassignment of said lease as to the lands sought to be relinquished to the Assignor at least ninety (90) days prior to the expiration of said lease, in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within thirty (30) days from the time the same is tendered, failing in which, the Assignee, its successors or assigns, shall be free to surrender, or relinquish, said lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from all rentals and liability of whatsoever character subsequently accruing under said lease on account of the lands covered by said reassignment. In the event Assignee, its successors or assigns, shall fail to carry out the above provisions, or if it should for any reason fail to pay the annual rental, and the lease is hereby terminated or expires, Assignee its successors or assigns, will pay to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal to the consideration paid by Assignee for said lease.

4. Specify ~~interest or percent~~ of record title interest being retained by assignor, if any	90%
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production, previously created and to the royalty payable to the United States, aggregate in excess of 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 June, 1984.

AMAX PETROLEUM CORPORATION

BY: _____
(Assignor's Signature)
Lloyd L. Parks, President

P. O. Box 42806
(Assignor's Address)

ATTEST:

BY: _____
Robert Joe Kepke, Assistant Secretary

Houston, Texas 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.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

74027027A/KK

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

137

AMAX Lse. 603009

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 September , 1984 .

AMAX PETROLEUM CORPORATION, INC.

R.W. Ponfick

(Assignee's Signature)

R.W. Ponfick, Attorney-in-Fact

1225-17th Street, Suite 3100

(Assignee's Address)

Denver Colorado 80202

(City) (State) (Zip Code)

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

INSTRUCTIONS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared LLOYD L. PARKS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the PRESIDENT of AMAX PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 18th day of June, 1984.

(SEAL)

Patricia G. Mainka
Notary Public in and for
THE STATE OF TEXAS

My Commission Expires:

1-02-85

Patricia G. Mainka
Notary Public in and for the State of Texas
My Commission Expires 1-02-85
Bonded by S. G. Raphael & Company

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

2035627

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

Lease Serial No.
W-54283

Lease effective date
June 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name HPC, INC.
~~Home Petroleum Corporation~~

Address (include zip code)
999-18th Street, Suite 801
Denver, Colorado 80202

RECD October 9 1984 3:00 P.M.
IN BK 73 OF S PAGE 139
FEES $6.00 Nancy Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dyn Dillon

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming T37N-R110W, 6th P.M. Section 23: NW/4SW/4; Containing 40 acres, more or less.	

If the Assignee, its successors or assigns, should, at any time, desire to relinquish said oil and gas lease as to all, or any portion, of the above described lands, Assignee, its successors or assigns, shall tender to Assignor only, and without additional burdens, a reassignment of said lease as to the lands sought to be relinquished to the Assignor at least ninety (90) days prior to the expiration of said lease, in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within thirty (30) days from the time the same is tendered, failing in which, the Assignee, its successors or assigns, shall be free to surrender, or relinquish, said lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from all rentals and liability of whatsoever character subsequently accruing under said lease on account of the lands covered by said reassignment. In the event Assignee, its successors or assigns, shall fail to carry out the above provisions, or if it should for any reason fail to pay the annual rental, and the lease is hereby terminated or expires, Assignee its successors or assigns, will pay to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal to the consideration paid by Assignee for said lease.

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	10%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	90%
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 June, 1984.

AMAX PETROLEUM CORPORATION

BY: _____
(Assignor's Signature)
Lloyd L. Parks, President

P. O. Box 42806
(Assignor's Address)

ATTEST:
BY: _____
Robert Joe Kepke, Assistant Secretary

Houston, Texas 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.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

74027026/KK

(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-

AMAX Lse. 603001

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 September , 19 84 .

IPC, INC.

By: R.W. Ponfick (Assignee's Signature)

R.W. Ponfick, Attorney-in-Fact FOP

1225-17th Street, Suite 3100
(Assignee's Address)

Denver (City) Colorado (State) 80202 (Zip Code) .

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

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared LLOYD L. PARKS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the PRESIDENT of AMAX PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 18th day of June, 1984.

(SEAL)

Patricia G. Mainka
Notary Public in and for
THE STATE OF TEXAS

My Commission Expires:

1-02-85

Patricia G. Mainka
Notary Public in and for the State of Texas
My Commission Expires 1-02-85
Bonded by S. G. Raphael & Company

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-54286

Lease effective date
January 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

203628

PART I

1. Assignee's Name
HPC, INC.
~~Home Petroleum Corporation~~

Address (include zip code)
999-18th Street, Suite 801
Denver, Colorado 80202

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

2. Describe the lands affected by this assignment

Sublette County, Wyoming
T37N-R110W, 6th P.M.
Section 2: SE/4SE/4
Section 3: SW/4SW/4
Section 4: S/2S/2
Section 9: W/2
Section 12: N/2NW/4

Containing 640 acres, more or less.

Assignment approved as to lands described below

RECORDED October 9 1984 3:00 PM
IN BOOK 73 Over PAGE 141
FEES 6.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

If the Assignee, its successors or assigns, should, at any time, desire to relinquish said oil and gas lease as to all, or any portion, of the above described lands, Assignee, its successors or assigns, shall tender to Assignor only, and without additional burdens, a reassignment of said lease as to the lands sought to be relinquished to the Assignor at least ninety (90) days prior to the expiration of said lease, in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within thirty (30) days from the time the same is tendered, failing in which, the Assignee, its successors or assigns, shall be free to surrender, or relinquish, said lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from all rentals and liability of whatsoever character subsequently accruing under said lease on account of the lands covered by said reassignment. In the event Assignee, its successors or assigns, shall fail to carry out the above provisions, or if it should for any reason fail to pay the annual rental, and the lease is hereby terminated or expires, Assignee its successors or assigns, will pay to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal to the consideration paid by Assignee for said lease.

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	10%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	90%
5. Specify overriding royalty being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	-0-

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 June, 1984.

AMAX PETROLEUM CORPORATION

BY: _____ P. O. Box 42806
(Assignor's Signature) (Assignor's Address)

Lloyd L. Parks, President

ATTEST:

BY: _____ Houston, Texas 77042
Robert Joe Kepke, Assistant Secretary (City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

74027025A/KK

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

AMAX Lse 60311

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 September , 19 84 .

MPC, INC.

(Assignee's Signature)

R.W. Ponfick, Attorney-in-Fact

1225-17th Street, Suite 3100

(Assignee's Address)

Denver Colorado 80202

(City) (State) (Zip Code)

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared LLOYD L. PARKS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the PRESIDENT of AMAX PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 18th day of June, 1984.

(SEAL)

Notary Public in and for
THE STATE OF TEXAS

My Commission Expires:

1-02-85

Patricia G. Mainka
Notary Public in and for the State of Texas
My Commission Expires 1-02-85
Bonded by S. G. Raphael & Company

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

GPO 837-888

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0011

Lease Serial No.
W-48830

Lease effective date
February 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: HPC, Inc.

Address (include zip code): 999 18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 90 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 37 North, Range 110 West, 6th P.M
Section 9: E½
Section 10: N½NW¼
Section 12: SW¼SE¼
Section 14: N½S½, SE¼SW¼, SW¼SE¼
Section 15: N½SE¼, SW¼SE¼
Section 18: Lots 1, 2, 3, 4, W½E½, E½W½
Section 23: W½NE¼, E½NW¼, SW¼NW¼
Section 24: S½NE¼, SE¼NW¼, E½SW¼, SE¼
Containing 1831.52 acres, more or less

Assignment approved as to lands described below

203629

RECORDED October 9 1984 3:00 P M
IN BOOK 73 Oil & Gas PAGE 143
FEES $6.75 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Steere

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	40%
4. Specify ~~interest or percent of~~ record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.35%

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

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

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

Executed this 18th day of July, 1984.

Kenneth K. Farmer
(Assignor's Signature)

P. O. Box 3402
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

48727
74027024A/KK

(Title) (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 13th day of September, 1984.

HPC, INC.

BY: R.W. Ponfick
(Assignee's Signature)

R.W. Ponfick, Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

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

INSTRUCTIONS

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

2. *Where 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 3106). 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

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of July, 1984.

Witness my hand and official seal. Pamela B. Schoenewald

My commission expires:
Famela B. Schoenewald - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 15, 1985

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0041

Lease Serial No.
W-53091

Lease effective date
January 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: HPC, Inc.

Address (Include zip code): 999 18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 90 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 37 North, Range 110 West, 6th P.M.
Section 21: SE¼SW¼
Section 26: E½SE¼, SW¼SE¼
Section 33: S½NE¼, N½SW¼, SE¼
Section 34: S½NW¼, SW¼, NE¼SE¼, SW¼SE¼
Section 35: W½
Containing 1120.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

203630

RECORDED October 9 1984 3:00 PM
BOOK 73 Oil & Gas PAGE 145
FEES $6.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stine

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	40%
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	4.95%

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

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

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

Executed this 18th day of July, 1984.

(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

48727
74027027A/KK

145
(Title) (Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in 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 land covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and to comply with said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

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

Executed this 13th day of September, 19 84.

HPC, INC.

BY: _____
(Assignee's Signature)
R.W. Ponfick, Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

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

INSTRUCTIONS

1. *Number of Copies* - 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 any 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 partially 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

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of July, 19 84.

Witness my hand and official seal.

Cynthia K Milam

My commission expires:

CYNTHIA K. MILAM - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-54283

Lease effective date
June 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

HPC, Inc.

Address (include zip code)

999 18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 90 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

2. Describe the lands affected by this assignment

Township 37 North, Range 110 West, 6th P.M.
Section 23: NW¼SW¼
Containing 40.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

203631

RECORDED October 9 1984 3:00PM
BOOK 73 Oil & Gas PAGE 147
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Darolly M Deere

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	40%
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	4.95%

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

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

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

Executed this 18th day of July, 19 84.

Kenneth K. Farmer
(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

48727
74027026/KK

147
(Title) (Date)

A ASSIGNEE CERTIFIES 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 assignee is a corporation, assignee's statement of its qualification must be attached. If previously furnished, identify the serial number and the record in which filed.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 acres in oil and gas options and leases in the same State, or 300,000 acres in leases and options in the Kenai Peninsula Borough in Alaska.
5. Assignee is is not the sole party in interest in this assignment. If more than one party is involved, all parties in this assignment must be listed as 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 land involved in this assignment, including, but not limited to, the obligation to pay all rent becoming due after the effective date of this assignment under said lease, to condition all wells for proper abandonment, to restore the leased land upon completion of drilling operations as provided in the lease, and to furnish and maintain 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 assignee's knowledge and belief and are made in good faith.

Executed this 13th day of September, 1984.

HPC, INC.

BY: R.W. Ponfick
(Assignee's Signature)

R.W. Ponfick, Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

Denver Colorado 80202
(City) (State)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 or sublease. If more than one assignment or sublease out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three copies, executed and personally signed originals 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 or *if requested* on an earlier date. A separate qualification statement must be on file in 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 and Other Parties* — If assignee is not the sole party in interest in the assignment, assignee must submit, at the time assignment is filed, a statement disclosing the names of any other parties with interest in the lease. Within fifteen (15) days after filing of the assignment, the assignee shall notify all interested parties of the assignment, giving them the serial number and their qualifications to hold the lease. Assignee must furnish a statement disclosing the nature and percentage of interest of each, the nature of interest involved, and a copy of the agreement between them.

5. *Effect of Assignment on Rental* — Approval of assignment of a partially described portion of the leased land creates two separate leases of the retained and the assigned land. It does not change the terms and conditions of the lease or the lease anniversary date for purposes of computing annual rental.

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

NOTICE

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of July, 1984.

Witness my hand and official seal. Cynthia K Milam

My Commission Expires Feb 4

CYNTHIA K. MILAM - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 19, 1986

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-54286

Lease effective date
January 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: HPC, Inc.

Address (include zip code): 999 18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 90% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 37 North, Range 110 West, 6th P.M.
Section 2: SE¼SE¼
Section 3: SW¼SW¼
Section 4: S½S½
Section 9: W½
Section 12: N½NW¼
Containing 640.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

203632

RECORDED October 9 1984 3:00 PM
IN BOOK 73 Oil & G PAGE 149
FEES $6.00 Lois J Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Deuere

3. Specify ~~interest or percent of~~ assignor's record title interest being conveyed to assignee	40%
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	4.95%

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

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

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

Executed this 18th day of July, 19 84.

(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective --

By _____
(Authorized Officer)

48727
74027025A/KK

149 (Title) (Date)

150

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 216,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 13th day of September, 1984.

HPC, INC.

BY: _____
(Assignee's signature)

R.W. Poufick, Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

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

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

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

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

NOTICE

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer

this 18th day of July, 1984.

Witness my hand and official seal. Pamela B. Schoenewald

My commission expires:
Pamela B. Schoenewald - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 15, 1985

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-7571-A

Lease effective date
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Woods Petroleum Corporation

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

Bond in sum of $ 150,000
with St. Paul Fire & Marine Ins. Co.
as surety
Rider 8-18-84

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North - Range 109 West Section 5: Lots 1-4, S/2 Section 7: Lots 1-4, E/2, E/2W/2 Section 8: All containing 1,603.08 acres, more or less, in Sublette County, Wyoming	203638 SAME LAND DESCRIPTION AS ITEM 2

RECORDED October 10 1984 10:00 A.M.
IN BOOK 73 O&G PAGE 151
FEES $8.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Theis

APPROVED AS TO RECORD TITLE ONLY

3. Specify [redacted] assignor's record title interest being conveyed to assignee	50%
4. Specify [redacted] 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 APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JUN 1 1983

By Judith A. Moffitt
(Authorized Officer)

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

SEP 17 1984
(Date)

#29-1 Cutlass Unit/Land/RM 151 12152-1 D-7344

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.

ACKNOWLEDGEMENT RIDER

Attached to and made a part of that certain Assignment Affecting Record Title to Oil and Gas Lease dated March 25, 1983, between Davis Oil Company, as Assignor, and Woods Petroleum Corporation, as Assignee, covering Lease Serial No. W-7571-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 21, 1986

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

#29-1 Cutlass Unit/Land/RHM D-7344

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-7571-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-7344

APPROVED AS TO RECORD TITLE ONLY

154

4130173

Form 3106–5
Facsimile Reproduction
Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. Wyoming 38071

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

203640

LAND OFFICE USE ONLY

New Serial No.

RECORDED October 10 1984 2:00 P M
IN BOOK 73 Orig PAGE 154
FEES $6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

1. Dick V. Welch
10633 Sperry Street
Northglenn, Colorado 80234
0

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

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

Township 28 North, Range 111 West, 6th P.M.
Section 21: S½

Containing 320.00 acres m/l
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.)* four percent of eight-eighths (4% of 8/8ths)

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 12 day of April , 1973

Joan Chorney
(Assignor's Signature)

JOAN CHORNEY
P. O. BOX 144
CASPER, WYOMING 82601
S. S. # 520–50–8700
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective _____ By _____
(Authorized Officer)

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 30 day of April, 1973

Dick V. Welch
(Assignee's Signature)

[redacted]
Dick V. Welch
10633 Sperry Street
Denver, Colorado 80234
(Address, include zip code)

[redacted] it a crime for any person knowingly and willfully to make to any department or agency of the

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

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 is owned by aliens or those having addresses outside the United States, the application will be rejected unless the corporation furnishes a statement as to why control does not exist.

B. Qualifications of Assignee

Assignee must be qualified to hold the lease interest to be assigned. Any assignment which would cause the assignee to hold interests in excess of the maximum acreage limitations specified in the regulations (43 CFR 3101.2-2) will be rejected.

C. Filing of Assignment

Assignment must be filed in the proper land office (43 CFR 3102.1). If the lease is in a unit or cooperative agreement, the assignment must be approved by the Supervisor, Conservation Division, Geological Survey, Department of the Interior, Roswell, New Mexico (43 CFR 3102.2).

D. Number of Copies

Submit an original and two copies of this form, plus any attachments described in the instructions. If the lease is in a unit or cooperative agreement, submit an additional copy for each unit or cooperative agreement involved.

E. Statement as to Overriding Royalties, Payments Out of Production, and Operating Agreements

Assignee must submit a statement as to whether or not it will be the operator of the lease. If not, assignee must submit a statement as to whether or not there is an operating agreement between assignee and the operator, and whether or not assignee will pay overriding royalties or payments out of production to the operator. If there are such agreements, assignee must submit a statement as to whether or not the agreements have been filed with the Supervisor, Conservation Division, Geological Survey, Department of the Interior, Roswell, New Mexico. If such agreements have been filed, assignee must submit a statement as to whether or not the agreements have been modified or changed in any respect, and if so, the nature of the modifications or changes. If such agreements have been filed, assignee must submit a statement as to whether or not the agreements have been modified or changed in any respect, and if so, the nature of the modifications or changes. If such agreements have been filed, assignee must submit a statement as to whether or not the agreements have been modified or changed in any respect, and if so, the nature of the modifications or changes.

F. Bond Coverage

Assignee must submit a statement as to whether or not the bond coverage is adequate. If not, assignee must submit a statement as to whether or not the bond coverage is adequate. If not, assignee must submit a statement as to whether or not the bond coverage is adequate. If not, assignee must submit a statement as to whether or not the bond coverage is adequate.

G. Assignee's Statement

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

STATE OF **Wyoming** }
COUNTY OF **Natrona** } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this **12** day of **April**, 19**73**, personally appeared **Joan Chorney**

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

KATHY L. WEINRICH – Notary Public
County of Natrona
State of Wyoming

Kathy L. Weinrich
Notary Public

155

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-7571-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.

APPROVED AS TO RECORD TITLE ONLY

4

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned David M. Munson of 1525 Elm Street, Suite 1900 , Dallas, Texas 75201 (hereinafter referred to as Assignor for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto M-G Royalties, Limited Partnership of 1525 Elm Street, Suite 1900 , Dallas, Texas 75201 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one percent (1%) of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Federal Oil and Gas Lease WYO 57546 ONLY INSOFAR AS said lease covers the following described lands in Sublette County, Wyoming:
Township 28 North, Range 115 West
Section 26: All

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever.

This assignment is made to correct the assignment dated January 5, 1983 recorded in Sublette County on January 10, 1983 in Book 67 O & G, Page 53.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest to be effective as of the 5th day of January, 1983.

X David M. Munson

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 2nd day of October, 1984 personally appeared David M. Munson to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Nancy Keim

NANCY KEIM, Notary Public
In and for Dallas County, Texas
My Commission expires July 10, 1985

My Commission Expires:
7-10-85

203647

RECORDED October 11 1984 8:00 A M
IN BOOK 73 O & G PAGE 156 A
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Federal #10-32
E. Bird Canyon 1979-2
WY-295

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SOLLY ROBINS, V. KATHLEEN ROBINS, HARDING A. ORREN, BERNARD ROSENBERG, ELLIOT S. KAPLAN, DALE I. LARSON, and LAWRENCE ZELLE, 33 South Fifth Street, Minneapolis, Minnesota 55402 (hereinafter collectively referred to as "ASSIGNOR") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto MICHAEL I. ROSEN & ASSOCIATES, INC., 530 Parkdale Plaza, 1660 South Highway 100, Minneapolis, Minnesota 55416 (hereinafter referred to as "ASSIGNEE") an overriding royalty interest free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in an amount equal to 1% of 8/8ths of all revenue payable to Assignor from the production of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the oil and gas leases described in Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands situated in Sublette County, Wyoming.

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

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

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

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

203648

[redacted]

RECORDED October 11 1984 8:00A M
IN BOOK 73 Or 2 PAGE 157
FEES (1) $ 13.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

4. This Assignment of Overriding Royalty is expressly made subject to all the terms and conditions of that certain Royalty Agreement dated September 1, 1979 between Assignor and Assignee.

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

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

IN WITNESS WHEREOF, this Assignment, although executed in multiple Counterpart Originals, and if executed by less than all "Assignors", is still in full force and effect as to those Assignors executing this Agreement, is executed this 27th day of August, 1984, but effective as of the date of first production of the #10-32 Well.

SOLLY ROBINS

V. KATHLEEN ROBINS

HARDING A. ORREN

BERNARD ROSENBERG

ELLIOT S. KAPLAN

DALE J. LARSON

LAWRENCE ZELLE

STAIE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Bernard Rosenberg this 27th day of August, 1984.

Witness my hand and official seal.

My commission expires:

6/24/86

Ann B. Conroy
NOTARY PUBLIC

ANN B. CONROY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Elliot S. Kaplan this 4th day of September, 1984.

Witness my hand and official seal.

My commission expires:

JEANNE L. MEISSER
NOTARY PUBLIC -- MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 25, 1986

Jeanne L. Meisser
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Dale I. Larson this 10th day of September, 1984.

Witness my hand and official seal.

My commission expires:

6/24/86

Ann B. Conroy
NOTARY PUBLIC

ANN B. CONROY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Lawrence Zelle this 7th day of September, 1984.

Witness my hand and official seal.

My commission expires:

6/24/86

Ann B. Conroy
NOTARY PUBLIC

ANN B. CONROY
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires June 24, 1986

[redacted] [redacted] [redacted]

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by Solly Robins this 30th day of August, 1984.

Witness my hand and official seal.

My commission expires:

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 1 1986

Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by V. Kathleen Robins this 30th day of August, 1984.

Witness my hand and official seal.

My commission expires:

ELLEN M. HANSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 1 1986

Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Harding A. Orren this 5th day of September, 1984.

Witness my hand and official seal.

My commission expires:

MARGO TADDEI
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 17, 1987

Margo Taddei
NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty from Solly Robins, et al (Assignors) to Michael I. Rosen & Associates, Inc., dated _____.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
#11173	USA-W-63490	The Superior Oil Company	June 1, 1978	T27N-R111W, 6th P.M. Section 32: Lot 2, NW/4 N/2SW/4 Containing 269.65 acres more or less situated in Sublette County, Wyoming. Limited in depth from the surface to a depth of 9,786'.	66	168

191

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-38071

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

203700

C & K Petroleum, Inc.
1600 Broadway - Suite 1700
Denver, Colorado 80202

RECORDED October 12 1984 4:00 P M
IN BOOK 73 Ass't PAGE 162
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

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

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

Township 28 North - Range 111 West, 6th P.M.
Section 21: S½

Containing 320.00 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*) 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*) Two Percent of Eight-Eighths (2% of 8/8ths)

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

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

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

Executed this 10th day of October, 19 74

Dick V. Welch
(Assignor's Signature)
Dick V. Welch

10633 Sperry Street
Northglenn, Colorado 89234
(Assignor's Address)

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1974

By Philip C. Hamilton
(Authorized Officer)

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

JAN 6 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*

162 1067-1

W-275

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation SEE NM-0558400
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 15th day of October, 1974

C & K PETROLEUM, INC.

BY W. C. Tillett

(Assignee's Signature)

W. C. Tillett, Vice President

1600 Broadway - Suite 1700
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)
) ss
CITY & COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of October, 1974, personally appeared Dick V. Welch, to me known to be the identical person in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: July 24, 1977

Laurel J. Brown
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 least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

Federal #40-20 Well

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1981 DEC 29 A 12:25

RECEIVED

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

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

PART I - CHEYENNE, WYOMING

1. Assignee's Name

Rocky Mountain Oilfinders, Inc.

Address *(include zip code)*
104 Inverness Terrace East, Suite 111
Englewood, CO 80112

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

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

Township 27 North, Range 111 West, 6th P.M. - Tract I
Section 20: NE/4
Township 27 North, Range 111 West, 6th P.M. - Tract II
Section 17: SE/4
Limited in depth, from the surface of the ground to the stratigraphic equivalent of the depth drilled in the Federal #40-20 well located in SE/4SE/4 of Section 20, T27N,R111W, Sublette County, Wyoming. Containing 320.00 acres more or less in Sublette Co., Wyoming.

This assignment is made subject to all terms, conditions and provisions of that certain Farmout Option Agreement dated November 27, 1979 by and between Rainbow Resources, Inc. et al, as Farmor and Energetics, Inc. as Farmee.

3. Specify interest or percent of operating rights being conveyed to assignee	Tract I Tract II	.33 .198
4. Specify interest or percent of operating rights being retained by assignor	Tract I Tract II	99.67 99.802
5. Specify overriding royalty interest being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any	Eleven Percent (11%) of 8/8ths - Tract I Two Percent (2%) of 60% and Five Percent (5%) of 8/8ths - Tract II	11.00% 6.20%

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

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

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

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

Executed this 28th day of September, 1981.
Energetics, Inc.

RECORDED October 22 1982 1:00 P M
IN BOOK 73 Oil & Gas PAGE 164
FEES 8.00 Lora Ryake COUNTY CLERK
SUBLETTE COUNTY CLERK

203805

(Assignor's Signature)

102 Inverness Terrace East
(Assignor's Address)

By: P. D. Mather, Executive Vice President,
Qualifications on file under M-065500

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.

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 01 1982

By Glenna M. Garcia
(Authorized Officer)

Chief, Oil &
Gas Section

APR 27 1982
(Title) (Date)

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

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FOR ASSIGNE

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority.
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-31601.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 28th day of September, 1981.

Rocky Mountain Oilfinders, Inc.

(Assignee's Signature)

By: L. Clark Kiser, President

ATTEST:

Terry J. Theige, Secretary

104 Inverness Terrace East, Suite 111

(Assignee's Address)

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.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of September, 1981, by L. Clark Kiser, as President, and by Terry J. Theige, as Secretary, of Rocky Mountain Oilfinders, Inc.

Witness my hand and official seal.

My commission expires:

May 22, 1984

Norma K. Shettle, Notary Public
104 Inverness Terrace East
Englewood, CO 80112

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of September, 1981, by Patrick D. Maher, as Executive Vice President, and by Marguerite C. Scott, as Assistant Secretary, of Energetics, Inc.

Witness my hand and official seal.

My commission expires: May 22, 1984.

Norma K. Shettle, Notary Public
104 Inverness Terrace East
Englewood, CO 80112

U.S. Government Printing Office 1980

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF WORKING INTEREST AND OPERATING RIGHTS TO OIL AND GAS LEASE SERIAL NUMBER W-54137, DATED Sept 28th, 1981

Hereinafter called Assignee's, a total undivided Tract I .33% Tract II .198% of the working interest and operating rights of the above designated oil and gas lease together with an identical interest in and to all of the personal property, fixtures, pipelines, equipment and improvements now thereon, appurtentant thereto or used or obtained in connection therewith, or with the production or treating of hydrocarbons produced therefrom, attributable thereto or processed thereon, and all other appurtenances thereunto belonging. Subject to all agreements, royalties, overriding royalties, product purchases and sale contracts, leases permits, rights of way, easements, licenses, options and orders in any way relating thereto.

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

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

POOLING AGREEMENT

THIS AGREEMENT, made and entered into this tenth day of November, 1981, by and between all parties subscribing, ratifying or consenting hereto, as follows:

1. The parties hereto own working interests under the oil and gas leases and lands subject to this agreement, and desire to pool and combine their respective interests for the purpose of developing and producing the pooled substances in accordance with the terms and conditions of this agreement in order to promote conservation and to provide for the most economic development for the oil and gas underlying said lands, and to amend the assignments of the oil and gas leases subject to this agreement to this effect for the purpose of development and production of the pooled hydrocarbons in accordance with the terms and conditions of this agreement.

2. The lands covered by this agreement (hereinafter referred to as "pooled area") are the following described lands in Sublette County, Wyoming:

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

Section 20: E/2

containing 320 acres, more or less.

3. The oil, gas and other hydrocarbons produced hereunder shall hereinafter be referred to as "pooled hydrocarbons."

4. Attached hereto and made a part of this agreement for all purposes is Exhibit A showing the oil and gas leases covering the lands within the pooled area.

203825

RECORDED October 24 1984 8:00 AM
IN BOOK 73 Oil & Gas PAGE 167
FEES $18.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Clune

11. It is understood and agreed that it is the purpose, intent and effect of this agreement to pool all oil, gas and associated liquid hydrocarbon interests owned by any of the undersigned in the pooled area from the surface to the stratigraphic equivalent of depth drilled in the Energetics #40-20 well located in the SE¼SE¼ of Section 20, T27N-R111W, Sublette County, Wyoming.

12. This agreement shall remain in force and effect for so long as pooled substances are produced in commercial quantities, unless sooner terminated by agreement of the parties. This agreement shall not terminate upon cessation of production, if within 60 days thereafter, reworking or drilling operations on the pooled area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction, and the leases subject hereto shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

13. The covenants herein shall be construed to be covenants running with the land with respect to the pooled interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferree, or other successor in interest.

14. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

15. This agreement may be executed in any number of counterparts to the same effect as though all parties had executed the same instrument.

16. This agreement shall be binding on each party executing the original or a counterpart hereof regardless of whether it is executed by any other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written, effective as of August 7, 1980, the date of first production.

ENERGETICS, INC.

By: _____
Gene W. Anderson,
Vice-President Land

ATTEST

RAINBOW RESOURCES INC.

By: _____ By: _____

ATTEST

TERRA RESOURCES, INC.

By: _____
William H. Everett III
Secretary

By: _____
Bill Odum, Vice President - Development

ATTEST

WILLIAMS EXPLORATION COMPANY

By: _____ By: _____

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

On this 1st day of September, 1982, before me personally appeared Bill Odum to me personally known, who, being by me duly sworn, did say that he is the Vice President-Development, 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 Bill Odum acknowledged said instrument to be the free act and deed of said corporation.

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

Virginia L. Doak
Notary Public

My Commission Expires:
3/5/86

COS [redacted] [redacted] [redacted]

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written, effective as of August 7, 1980, the date of first production.

ENERGETICS, INC.

By: _____
Gene W. Anderson,
Vice-President Land

ATTEST

RAINBOW RESOURCES INC.

By: _____ By: _____
Joe Gill, Attorney-in-Fact

ATTEST

TERRA RESOURCES, INC.

By: _____ By: _____

ATTEST

WILLIAMS EXPLORATION COMPANY

By: _____ By: _____
Joe Gill, Attorney-in-Fact

STATE OF COLORADO)
)
CORPORATION
COUNTY OF ARAPAHOE)
)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joe Gill, 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 Rainbow Resources, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of December, 19 81.

My Commission Expires:

-0-0-0-
PUBLIC 12-16-84

Anna L. Jacobson
Notary Public

STATE OF COLORADO)
)
CORPORATION
COUNTY OF ARAPAHOE)
)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Joe Gill, 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 Williams Exploration 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 2nd day of December, 19 81.

My Commission Expires:

-0-42-16-84

Anna L. Jacobson
Notary Public

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of November, 1981.

My Commission Expires:

My commission expires June 24, 1983

Margorie M. Phillips
Notary Public

PUBLIC

COSI2

Exhibit "A"

Attached to and made a part of Pooling Agreement between Rainbow Resources, Inc., et al, and Energetics, Inc. Dated November , 1981.

LEASES SUBJECT TO THIS AGREEMENT

W-54137

NE/4, Section 20 - 27N - 111W

W-68117

Tract 2 - SE/4, Section 20 - 27N - 111W

[redacted]

[redacted]

[redacted]

175

12

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 "ASSIGNEE"), 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, excepting that overriding royalty interest described in Paragraph 3 below, the proportionate burdens of which shall be assumed and borne by ASSIGNEE, and an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The interest assigned hereunder shall not bear that certain overriding royalty created by Assignment of Overriding Royalty Interest from Energetics, Inc. (predecessor in interest to Energetics Operating Company) to Eaglewood Finance Company, dated 6/25/82, recorded in Book 65 O&G, Page 380, of the records of Sublette County, Wyoming.

4. ASSIGNEE'S proportionate share of the burden of that certain overriding royalty interest which was created by Assignment from Energetics, Inc. (predecessor in interest to Energetics Operating Company) to Continental Illinois Energy Development Corporation, dated 4/27/82, effective 1/4/82, recorded in Book 65 O&G, Page 603, of the records of Sublette County, Wyoming, as amended by instrument recorded in Book 60 O&G, Page 444, of the records of said county and state.

5. This Assignment is made without representation or warranty of title either express or implied.

6. 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."

7. 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.

203826

Sugar Loaf, Wy-567
Mohr-Federal #10-8

RECORDED October 24 1984 8:00 A M
IN 73 Deeds PAGE 175
FEES $12.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Steele

ENERGETICS '81 YE LTD
ENERGETICS STROH '81 YE LTD

8. ASSIGNOR agrees to keep and maintain for ASSIGNEE'S account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is executed this 25th day of August, 1984, but effective as of the date of first production of the Mohr-Federal #10-8 well, and if executed by less than all of the ASSIGNEES is still in full force and effect as to those ASSIGNEES executing this Assignment.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin mlb
Joseph C. Mencin
Agent and Attorney-in-Fact

GENERAL HYDROCARBONS 1981X OIL AND GAS PROGRAM

ATTEST:

KAISER ENERGY, INC.

BURTON G. ROSS, TRUSTEE OF THE DARRYL P. EKSTROM 1981 B TRUST

QUESTEX ENERGY PROGRAM 1981 B

GUARANTY ENERGY GROUP 1981

CONTINENTAL AMERICAN DRILLING PROGRAM 1981 B LTD. PARTNERSHIP

ATTEST:
Secretary

ENERGETICS 1981 YEAR-END LTD.
BY: ENERGETICS OPERATING COMPANY, General Partner

BY: J. T. Reagan mlb jm
J. Thomas Reagan, President

ATTEST:
Secretary

ENERGETICS STROH 1981 YEAR-END LTD.
BY: ENERGETICS OPERATING COMPANY, General Partner

BY: J. T. Reagan mlb jm
J. Thomas Reagan, President

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of August, 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:
My Commission expires December 4, 1985

Kimberley M. Smith
Notary Public
Residing at 116 Inverness Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 25th day of August, 1984, by J. Thomas Reagan, President of Energetics Operaing Company, a Colorado corporation, General Partner for Energetics 1981 Year-End Ltd, a Utah limited partnership, on behalf of the partnership.

WITNESS MY HAND and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 25th day of August, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics Stroh 1981 Year-End Ltd, a Colorado limited partnership, on behalf of the partnership.

WITNESS MY HAND and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Dr. E.
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated August 25, 1984, from ENERGETICS OPERATING COMPANY (ASSIGNOR) to ASSIGNEES listed therein.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
Questex Energy Program 1981 B	1.1217%
Continental American Drilling Program 1981 B Ltd.	1.6364%
Burton G. Ross, Trustee of the Darryl P. Ekstrom 1981 B Trust	.2021%
Kaiser Energy, Inc.	10.2273%
General Hydrocarbons 1981X Oil and Gas Program	3.9589%
Guaranty Energy Group 1981	2.6394%
Energetics 1981 Year-End Ltd.	2.8713%
Energetics Stroh 1981 Year-End Ltd.	.7478%
Assignor retains	6.5951%
	30.0000%

Assignee's proportionate share of the burden of that certain overriding royalty interest held by Continental Illinois Energy Development Corporation, as set forth in Paragraph 5 hereof, shall be as follows:

Questex Energy Program 1981 B	2.2434%
Continental American Drilling Program 1981 B Ltd.	3.2728%
Burton G. Ross, Trustee of the Darryl P. Ekstrom 1981 B Trust	.4042%
Kaiser Energy, Inc.	20.4546%
General Hydrocarbons 1981X Oil and Gas Program	7.9178%
Guaranty Energy Group 1981	5.2788%
Energetics 1981 Year-End ltd.	5.7426%
Energetics Stroh 1981 Year-End Ltd.	1.4956%
Assignor	13.1902%

EXHIBIT "B"

EXHIBIT "B" to that Assignment dated August 25, 1984
from Energetics Operating Company to Assignees listed therein.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13021	Bureau of Land Management Serial No. W-72837	Valeria M. Mohr	7/1/81	Insofar and only insofar as said lease covers: Township 28 North, Range 110 West Section 8: All	65	16

179

#3 12

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. ASSIGNEE'S proportionate share of the burden of that certain overriding royalty created by Assignment of Overriding Royalty Interest from Energetics, Inc. (predecessor in interest to Energetics Operating Company) to Eaglewood Finance Company, dated 6/25/82, recorded in Book 65 O&G, Page 380,of the records of Sublette County, Wyoming, in accordance with Exhibit "A" hereto.

4. ASSIGNEE'S proportionate share of the burden of that certain overriding royalty interest which was created by Assignment from Energetics, Inc. (predecessor in interest to Energetics Operating Company) to Continental Illinois Energy Development Corporation, dated 4/27/82, effective 1/4/82, recorded in Book 65 O&G, Page 603, of the records of Sublette County, Wyoming, as amended by instrument recorded in Book 60 O&G, Page 444, of the records of said county and state.

5. This Assignment is made without representation or warranty of title either express or implied.

6. 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."

7. 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.

203827

RECORDED October 24 1984 8:00 AM
IN BOOK 73 O&G PAGE 180
FEE $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Elmore

Sugar Loaf, Wy-567

Energetics '81 YE Ltd.
Energetics Stroh '81 YE Ltd.

8. ASSIGNOR agrees to keep and maintain for ASSIGNEE'S account said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments; however, ASSIGNOR shall not be liable for any damage resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is executed this 25th day of August, 1984, but effective as of the date of first production of the Mohr-Federal #10-8 well, and if executed by less than all of the ASSIGNEES is still in full force and effect as to those ASSIGNEES executing this Assignment.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin mlb
Joseph C. Mencin
Agent and Attorney-in-Fact

GENERAL HYDROCARBONS 1981X OIL AND GAS PROGRAM

ATTEST:

KAISER ENERGY, INC.

BURTON G. ROSS, TRUSTEE OF THE DARRYL P. EKSTROM 1981 B TRUST

QUESTEX ENERGY PROGRAM 1981 B

GUARANTY ENERGY GROUP 1981

CONTINENTAL AMERICAN DRILLING PROGRAM 1981 B LTD. PARTNERSHIP

ENERGETICS 1981 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

J. Thomas Reagan, President mlb jm

ENERGETICS STROH 1981 YEAR-END LTD
BY: Energetics Operating Company, General Partner

J. Thomas Reagan, President mlb jm

ATTEST: ENERGETICS OPERATING CO. CORPORATE SEAL COLORADO
Kent Switzer
Asst Secretary

ATTEST: ENERGETICS OPERATING CO. CORPORATE SEAL COLORADO
Kent Switzer
Asst Secretary

GUARANTY ENERGY GROUP 1981

ENCORE EXPLORATION 1981 - LC, L.P.

BEACON EXPLORATION COMPANY

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of August, 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:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 25th day of August, 1984, by J. Thomas Reagan, President of Energetics Operaing Company, a Colorado corporation, General Partner for Energetics 1981 Year-End Ltd, a Utah limited partnership, on behalf of the partnership.

WITNESS MY HAND and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 25th day of August, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics Stroh 1981 Year-End Ltd, a Colorado limited partnership, on behalf of the partnership.

WITNESS MY HAND and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Dr. E.
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated August 25, 1984, from ENERGETICS OPERATING COMPANY (ASSIGNOR) to ASSIGNEES listed therein.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
Questex Energy Program 1981 B	1.7449%
Continental American Drilling Program 1981 B Ltd.	2.5455%
Burton G. Ross, Trustee of the Darryl P. Ekstrom 1981 B Trust	.3144%
Kaiser Energy, Inc.	15.9091%
General Hydrocarbons 1981X Oil and Gas Program	11.1582%
Guaranty Energy Group 1981	7.4391%
Energetics 1981 Year-End Ltd.	4.4664%
Energetics Stroh 1981 Year-End Ltd.	1.1633%
Encore Exploration 1981 - LC, L.P.	16.0000%
Assignor (Energetics Operating Co.)	24.3596%
Beacon Exploration Company	2.3995%

The following Assignees shall bear the entire burden of that certain overriding royalty interest held by Eaglewood Finance Company, as set forth in Paragraph 3 hereof, in the proportions set forth below.

Energetics Operating Company (Assignor)	33.3333%
General Hydrocarbons 1981X Oil and Gas Program	60% of 66.6667%
Guaranty Energy Group 1981	40% of 66.6667%

The following Assignees shall bear the entire burden of that certain overriding royalty interest held by Continental Illinois Energy Development Corporation, as set forth in Paragraph 5 hereof, in the proportions set forth below.

Questex Energy Program 1981 B	2.2434%
Continental American Drilling Program 1981 B Ltd.	3.2728%
Burton G. Ross, Trustee of the Darryl P. Ekstrom 1981 B Trust	.4042%
Kaiser Energy, Inc.	20.4546%
General Hydrocarbons 1981X Oil and Gas Program	7.9178%
Guaranty Energy Group 1981	5.2788%
Energetics 1981 Year-End Ltd.	5.7426%
Energetics Stroh 1981 Year-End Ltd.	1.4956%
Encore Exploration 1981 - LC, L.P.	32.0000%
Energetics Operating Company (Assignor)	21.1902%
	100.0000%

EXHIBIT "B"

Exhibit "B" to that Assignment dated August 25, 1984 from Energetics Operating Company to Assignees listed therein.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13021	Bureau of Land Management Serial No. W-72837	Valeria M. Mohr	7/1/81	Insofar and only insofar as said lease covers: Township 28 North, Range 111 West Section 5: Lots 1,2,3,4, S/2 Section 6: Lot 4, S/2SE/4 Section 7: E/2	65	16

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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 one-third (1/3) 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.

203828

Sugar Loaf, WY-567
Mohr-Federal #10-8

ENERG[redacted]STROH '81 YE LTD
ENERG[redacted] '81 YE LTD

RECORDED October 24 1984 8:00 AM
IN BOOK 73 Oil & Gas 185
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY [redacted] WYOMING

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals this 25th day of August, 1984, is effective as of the date of first production of the Mohr-Federal #10-8 well, and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

By Joseph C. Mencin mlb
Joseph C. Mencin
Agent and Attorney-in-Fact

ATTEST:
Ann Switzer
Asst. Secretary

ENERGETICS 1981 YEAR-END LTD.
BY: ENERGETICS OPERATING COMPANY, General Partner

By J. T. Reagan mlb jm
J. Thomas Reagan, President

ATTEST:
Ann Switzer
Asst. Secretary

ENERGETICS STROH 1981 YEAR-END LTD.
BY: ENERGETICS OPERATING COMPANY, General Partner

By J. T. Reagan mlb jm
J. Thomas Reagan, President

STATE OF COLORADO)
SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of August, 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:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, CO 80112

STATE OF COLORADO)
SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 25th day of August 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1981 Year-End Ltd, a Utah limited partnership, on behalf of the partnership.

WITNESS MY HAND and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, CO 80112

STATE OF COLORADO)
SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me on this 25th day of August, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics Stroh 1981 Year-End Ltd, a Colorado limited partnership, on behalf of the partnership.

WITNESS MY HAND and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated August 25, 1984, from ENERGETICS OPERATING COMPANY (ASSIGNOR) to the ASSIGNEES listed therein.

ASSIGNEES	PERCENTAGE OF INTEREST
Energetics 1981 Year-End Ltd.	2.3927%
Energetics 1981 Stroh Year-End Ltd.	.6232%

EXHIBIT "B"

EXHIBIT "B" to that Assignment dated August 25, 1984
from Energetics Operating Company to Assignees listed therein.

LEASE NO.	LESSOR	LESSEE	EFFECTIVE LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13021	Bureau of Land Management Serial No. W-72837	Valeria M. Mohr	7/1/81	Insofar and only insofar as said lease covers: Township 28 North, Range 110 West Section 8: All	65	16

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PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 19th day of October, 19 84, by and between Pine Tree Industries, Inc., a Wyoming Corporation whose post office address is P. O. Box 611, Pinedale, Wyoming 82941, hereinafter called Lessor (whether one or more) and Kenneth K. Farmer whose post office address is P. O. Box 3402 Casper, Wyoming 82602, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ** TEN AND MORE ** DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming described as follows, to-wit:

203840

Township 37 North, Range 110 West, 6th p.m.
Section 35: All that part of the SW¼NE¼ of said Section 35 lying west of the Green River Lakes Road.

RECORDED October 25 1984 9:30 AM
IN BOOK 73 Misc PAGE 189
6th Lou J York COUNTY CLERK
Deputy CLERK
by Dorothy M Devine

and containing 16.00 acres, more or less.

5 (Five) J.R.H.

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

16% J.R.H.

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (⅛)~~ part of all oil produced and saved from the leased premises.

16% J.R.H. 2nd. To pay Lessor ~~one-eighth (⅛)~~ of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of ~~one-eighth (⅛)~~, payable monthly at the prevailing market rate for gas.

16% J.R.H. 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (⅛)~~ of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Joseph R. Hicks.
Joseph R. Hicks, President,
Pine Tree Industries, Inc.,
a Wyoming Corporation
Tax I. D. 83-0252191

Attest:
X
Edna E. Hicks

Edna E. Hicks

[redacted] [redacted] [redacted]

061

STATE OF.....
COUNTY OF..... } SS.

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, North Dakota and/or New Mexico

BE IT REMEMBERED, That on this.....day of....., A. D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

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

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

My commission expires..... .....Notary Public

STATE OF.....
COUNTY OF..... } SS.

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, North Dakota and/or New Mexico

BE IT REMEMBERED, That on this.....day of....., A. D., 19....., before me, a Notary Public, in and for said County and State, personally appeared.....

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

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

My commission expires..... .....Notary Public

STATE OF.....
COUNTY OF..... } SS.

ACKNOWLEDGMENT, Montana or Colorado

I, ..., a Notary Public, in and for said County and State, do hereby certify that .....

personally known to me to be the person..... whose name..... subscribed to the within instrument, appeared before me this day in person and acknowledged that.....signed, sealed and delivered the said instrument of writing as.....free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires..... .....Notary Public

No.....

OIL AND GAS LEASE

FROM

.....

.....

.....

TO

.....

.....

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

Lot..... Block..... Addition.....

Section..... Township..... Range.....

..... County.....

..... Term.....

No. of Acres.....

STATE OF.....
COUNTY OF..... } SS.

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

day of....., 19.....

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

Book..... Page..... of the

records of this office.

.....
County Clerk—Register of Deeds

By.....
Deputy

When Recorded

Return to.....

STATE OF Wyoming
COUNTY OF Sublette } SS.

ACKNOWLEDGMENT, CORPORATION

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 19 84, personally appeared Joseph R. Hicks, President, Pine Tree Industries, Inc., a Wyoming Corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires January 5, 1987 Jan W. Taylor Notary Public

P.O. Pinedale, Wyoming

RELEASE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned WOODS PETROLEUM CORPORATION and

W.A. MONCRIEF

do(es) hereby release, relinquish and surrender unto the lessors, their heirs, successors and assigns, all of their right, title and interest in and to the oil and gas lease(s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF we hereunto set our hand(s) and seal(s) this 29th day of February, 19 84.

203875

ATTEST:

WOODS PETROLEUM CORPORATION

William T. Wood Assistant Secretary

By Larry L. Miles, Vice President

RECORDED October 26 1984 11:00 AM
IN BOOK 73 Ord PAGE 191
FEES $6.75 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

By W.A. Moncrief

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of February, 19 84, personally appeared Larry L, Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

My Commission Expires: May 3, 1987

Mike Pruitt Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Tarrant

Before me, the undersigned, a Notary Public in and for said County and State on this 30th day of July, 19 84, personally appeared W.A. Moncrief to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires 11/30/84

Marjorie B. Lopez Notary Public

SCHEDULE "A" (RELEASE OF OIL AND GAS LEASES)

STATE OF Wyoming County OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE OF LEASE	RECORDING ENTRY BOOK	RECORDING ENTRY PAGE	DESCRIPTION
10046-01	Miriam J. Barlow et al	Woods Petroleum Corporation	11-16-78	57	165	E/2 SE/4 Section 20, NW/4 NE/4, S/2 NE/4, W/2, SE/4 Section 21, NW/4 SW/4 Section 22, N/2 N/2, S/2 NW/4, S/2 Section 28, NE/4 NE/4, S/2 NE/4, SE/4 Section 29-30N-112W6PM
10046-02	Gordon M. Mickelson, president of Reservoir Ranch Company, Inc.	Same as above	11-16-78	57	225	Same as above
10046-03	Helen Jenkins O'Neil et vir	Same as above	11-15-78	57	163	Same as above

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EXHIBIT "A"

ATTACHED TO AND MADE PART OF ASSIGNMENT OF OVERRIDING
ROYALTY INTEREST FROM R. J. TODD TO
B. S. & B. OIL COMPANY, A PARTNERSHIP, DATED OCT 25 1984

Lease Number and O R R I	Lessor	Lessee	Date	Recorded	Description
69-T9029 .015 Bird Canyon	U S A W-58384	R. W. Robbins	4-1-77		Sublette County, Wyoming Township 27 North, Range 112 West, 6th P. M. Section 23: NE/4, N/2 SE

193

203899

RECORDED October 27 1984 2:00 PM
IN BOOK 23 Misc PAGE 193
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Deere

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, R. J. TODD, 2034 Lynwood, Casper, Wyoming 82604, (hereinafter called Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by B. S. & B. OIL COMPANY, a Partnership, P. O. Box 2331, Casper, Wyoming 82602, (hereinafter called Assignee), the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, bargain, transfer, sell and assign unto the said Assignee, its successors and assigns, effective as of 7 A. M., November 1, 1984, all of Assignor's interest in and to those certain overriding royalty interests on all oil, gas and other liquified hydrocarbons which may be produced, saved and sold pursuant to the provisions of those oil and gas leases set out and described in Exhibit "A", attached hereto and made a part hereof.

This Assignment is made subject to all valid unitization, pooling, communitization agreements, division orders and/or transfer orders to which said interests are subject to as of the date of this Assignment.

This Assignment is being executed in multiple originals, all of which are identical, except that to facilitate recordation in counterparts hereof, only that portion of Exhibit "A" which contains specific descriptions of said interests located in the recording jurisdiction where that counterpart is to be recorded are included. All of such counterparts together constitute but one and the same instrument.

To Have And To Hold said interests unto Assignee, its successors and assigns forever, and Assignor agrees to warrant and forever defend the title to said interests unto the said Assignee, against every person whosoever lawfully claiming, or to claim, the same or any part thereof by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor on October 25, 1984, but is delivered and, effective as of 7:00 A. M., local time (at the location of the subject interests, respectively) on November 1, 1984 (effective date).

ASSIGNOR

R. J. Todd

RECORDED
INDEXED
COMPARED

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by R. J. TODD, this 25th day of October 1984.

Witness my hand and official seal.

Sandra J. Nations - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 20, 1988

Notary Public

194

ASSIGNMENT OF OIL AND GAS LEASE

203935

RECORDED October 31, 1984 3:00 P M
BOOK 73 Ore J PAGE 195
FEE 4.00 Lois J Yake COUNTY CLERK
by Dorothy M Stevens

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

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, the undersigned, MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation, P. O. Box 11368, Salt Lake City, Utah 84139, does hereby give, grant, assign, transfer and convey all of its right, title and interest unto CELSIUS ENERGY COMPANY, a Nevada Corporation, P. O. Box 11070, Salt Lake City, Utah 84147, in and to that certain Oil and Gas Lease dated May 27 , 1971, by and between Budd and Sons Land Company, a partnership and Belco Petroleum Corporation, recorded in Book 47, Page(s) 161, insofar as said lease covers lands in Sublette County, Wyoming, described as follows:

T-30-N, R-113-W, 6th P.M.
Section 29: SW¼SE¼

Containing 40.00 acres, m/l
Sublette County, Wyoming

IT IS UNDERSTOOD and agreed that this Assignment of Oil and Gas Lease is made without warranty of title either express or implied and is subject to any and all existing overriding royalties and/or other burdens on production.

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties named herein.

EXECUTED this 12th day of October , 1984.

MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey, Attorney in Fact

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before my by J. L. Healey as Attorney In Fact of MOUNTAIN FUEL SUPPLY COMPANY, this 12th day of October, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC ANNA IRONS STATE OF UTAH

Notary Public

My commission expires:

March 15, 1985

203936

RECORDED October 31 1984 3:00 PM
IN BOOK 73 Ord L PAGE 196
FEES $23.25 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

CONVEYANCE AND ASSIGNMENT

STATE OF WYOMING §
§
COUNTIES OF JOHNSON, LINCOLN, §
SUBLETTE AND SWEETWATER §

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMERICAN GAS & OIL INVESTORS, a New York limited partnership whose address is 767 Third Avenue, New York, New York 10017, hereinafter referred to as "Grantor," has granted and conveyed, and by these presents does grant and convey unto BROCK ENERGY CORPORATION, a Delaware corporation whose address is 1300 Main Street, Third Floor, Houston, Texas 77002, all of those certain mineral interests, royalty interests and overriding royalty interests described in Exhibit "A" attached hereto and made a part hereof, subject to the matters set forth in Exhibit "A".

TO HAVE AND TO HOLD said interests unto Grantee, its successors and assigns.

This assignment is without warranty of title, either express or implied. Grantor hereby grants and transfers to Grantee, its successors and assigns to the extent so transferable, the benefit of and the rights to enforce the covenants and warranties, if any, which Grantor may be entitled to enforce with respect to the interests against Grantor's predecessors in title, with full rights of subrogation.

Grantor will execute and deliver all such other and additional instruments, notices, releases and other documents and will do and perform all such other acts as may be necessary or advisable to assure to Grantee, its successors and assigns, all of the rights and interests herein granted or intended to be granted.

WITNESS THE EXECUTION HEREOF on this 18th day of September, 1984, but effective for all purposes as of April 1, 1984, at 7:00 a.m.

AMERICAN GAS & OIL INVESTORS

By First Reserve Corporation,
its Managing General Partner

By: _____
DAVID H. KENNEDY
VICE PRESIDENT

Attest:
By: _____
JOHN A. HILL
ASST. SECRETARY

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 18th day of September, 1984, by David H. Kennedy as the Vice President of First Reserve Corporation, a New York corporation, on behalf of the corporation in its capacity as Managing General Partner of AMERICAN GAS & OIL INVESTORS, a New York limited partnership.

Marie E. Givens
Notary Public
State of Texas

MARIE E. GIVENS
Notary Public In and for Harris County, Texas
My Commission Expires: 10-28-84

EXHIBIT "A"

Sublette County, Wyoming

(Hoffman)

1. 85% of 5% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-67178 dated April 1, 1979, from the United States of America, as Lessor, to Phyllis Hanson, as Lessee, recorded in Volume 66, Page 419 of the Oil and Gas Records of Sublette County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Sublette County, Wyoming
T27N - R112W, 6th P.M.
Section 1: Lots 1, 2, S/2 NE/4
containing 160.10 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated October 1, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 66, Page 681 of the Oil and Gas Records of Sublette County, Wyoming.

(Cuccia)

2. 85% of 3.5% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-58724 dated May 1, 1977, from the United States of America, as Lessor, to John P. Cuccia, as Lessee, recorded in Volume 54, Page 470 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T27N - R111W, 6th P.M.
Section 19: Lots 1, 2, 3, 4, SW/4 NE/4, E/2 W/2, W/2 SE/4
Section 30: Lots 1, 2, 3, E/2, E/2 W/2
containing 973.53 acres, more or less.

INSOFAR AND ONLY INSOFAR as to those depths from the surface to 100 feet below the stratigraphic equivalent of the Mowry Formation at a depth of 9,810 feet as encountered in the Federal #10-19 Well located in the NW/4 of Section 19, T27N-R111W, 6th P.M., Sublette County, Wyoming.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated November 1, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 66, Page 677 of the Oil and Gas Records of Sublette County, Wyoming.

(Myers)

3. 85% of 2.6% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-62791 dated May 1, 1978,

from the United States of America, as Lessor, to Robert W. Myers, as Lessee, recorded in Volume 65, Page 556 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T28N - R111W, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E/2 W/2, W/2 SE/4

T28N - R112W, 6th P.M.
Section 25: E/2 Lot 1, Lots 3, 4, 6, 7, SE/4 SW/4 NE/4, SE/4 NE/4 SW/4, SE/4 SW/4, W/2 SE/4
containing 659.12 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated August 15, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 66, Page 375 of the Oil and Gas Records of Sublette County, Wyoming.

(Martin)

4. 85% of 1.5% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-63821 dated July 1, 1978, from the United States of America, as Lessor, to James M. Turlington, as Lessee, recorded in Volume 57, Page 195 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T27N - R111W, 6th P.M.
Section 32: Lots 3, 4, NE/4, N/2 SE/4
containing 299.86 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics Operating Company, recorded in Volume 69, Page 271 of the Oil and Gas Records of Sublette County, Wyoming.

(Hartley)

5. 85% of .50% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-54137 dated April 1, 1976, from the United States of America, as Lessor, to Melvin Meester, as Lessee, recorded in Volume 64, Page 155 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T27N - R111W, 6th P.M.
Section 17: SE/4
Section 20: NE/4
Section 21: NE/4, W/2
Section 33: NW/4 SW/4
containing 840 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated December 9, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 67, Page 117 of the Oil and Gas Records of Sublette County, Wyoming.

Lincoln County, Wyoming

(Haun)

6. 85% of 5% of 8/8 overriding royalty interest under Lease for Oil and Gas No. W-38503 dated March 1, 1973, from the United States of America, as Lessor, to W. G. Haun, as Lessee, recorded in Volume 103, Page 402 and Volume 193, Page 401 of the records of Lincoln County, Wyoming, covering the following described land:

Lincoln County, Wyoming
T26N - R111W, 6th P.M.
Section 5: Lots 1, 2, S/2 NE/4, SE/4
Section 8: E/2
containing 640.08 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated November 1, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Book 736, Page 748 of the records of Sweetwater County, Wyoming, and in Book 193 PR, Page 830 of the records of Lincoln County, Wyoming.

Sweetwater County, Wyoming

(Haun)

7. 85% of 5% of 8/8 overriding royalty interest under Lease for Oil and Gas No. W-57837 dated March 1, 1973, from the United States of America, as Lessor, to W. G. Haun, as Lessee, recorded in Book 522, Page 318 and Volume 735, Page 1,540 of the records of Sweetwater County, Wyoming, covering the following described land:

Sweetwater County, Wyoming
T26N - R111W, 6th P.M.
Section 9: All
containing 640 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated November 1, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Book 736, Page 748 of the records of Sweetwater County, Wyoming, and in Book 193 PR, Page 830 of the records of Lincoln County, Wyoming.

Johnson County, Wyoming

(Schrader and Ellbogen)

8. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated October 27, 1976, from Daniel T. G. Koch, et ux, as Lessor, to Harold L. Schrader, as Lessee, recorded in Book 130, Page 418 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T44N - R80W, 6th P.M.
Section 4: Lot 8
Section 9: Lot 1
Resurvey Tract #42
Resurvey Tract #45

T45N - R80W, 6th P.M.
Section 33: All
Section 34: SW/4

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

9. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 10, 1976, from Karl W. Bergner, et ux, as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 132, Page 70 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T44N - R80W, 6th P.M.
Section 4: Lot 8
Section 9: Lot 1
Survey Tract #42
Survey Tract #45

T45N - R80W, 6th P.M.
Section 28: S/2
Section 33: All
Section 34: NW/4 NW/4, SW/4, SE/4 NW/4

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

10. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 10, 1976, from William J. Kirven, et ux, as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 132, Page 258 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T44N - R80W, 6th P.M.
Section 4: Lot 8
Section 9: Lot 1
Survey Tract #42
Survey Tract #45

T45N - R80W, 6th P.M.
Section 28: S/2
Section 33: All
Section 34: NW/4 NW/4, SW/4, SE/4 NW/4

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

11. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated October 27, 1976, from Louis Mayor, as Lessor, to Harold L. Schrader, as Lessee, recorded in Volume 130, Page 442 of the records of Johnson County, Wyoming, covering the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 34: NE/4 NW/4
containing 40 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

12. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 8, 1976, from Lola G. Pheasant, et al., as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 132, Page 252 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded

in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

13. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 8, 1976, from Bruce T. Pheasant, et ux, as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 131, Page 528 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

14. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 8, 1976, from Josephine P. Stewart, et vir, as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 132, Page 151 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

15. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 19, 1976, from Helen M. Kotoske, as Lessor, to Harold L. Schrader, as

Johnson County, Wyoming
T44N - R80W, 6th P.M.
Section 4: Lot 8
Section 9: Lot 1
Survey Tract #42
Survey Tract #45

T45N - R80W, 6th P.M.
Section 28: S/2
Section 33: All
Section 34: NW/4 NW/4, SW/4, SE/4 NW/4

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

11. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated October 27, 1976, from Louis Mayor, as Lessor, to Harold L. Schrader, as Lessee, recorded in Volume 130, Page 442 of the records of Johnson County, Wyoming, covering the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 34: NE/4 NW/4
containing 40 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

12. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 8, 1976, from Lola G. Pheasant, et al., as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 132, Page 252 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded

in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson Ccunty, Wyoming.

(Schrader and Ellbogen)

13. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 8, 1976, from Bruce T. Pheasant, et ux, as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 131, Page 528 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

14. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 8, 1976, from Josephine P. Stewart, et vir, as Lessors, to Harold L. Schrader, as Lessee, recorded in Volume 132, Page 151 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Johnson County, Wyoming.

(Schrader and Ellbogen)

15. 85% of 1.5% of 8/8ths overriding royalty interest under Oil and Gas Lease dated November 19, 1976, from Helen M. Kotoske, as Lessor, to Harold L. Schrader, as

Lessee, recorded in Volume 132, Page 81 of the records of Johnson County, Wyoming,

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 28: S/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 104 of the records of Johnson County, Wyoming, and Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 198, Page 100 of the records of Jchnson County, Wyoming.

(Mears)

16. 85% of 1/7th of 8/8ths and 85% of 1/15th of 1/7th of 8/8ths interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described land:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 34: E/2
containing 320 acres, more or less.

Subject to Oil and Gas Lease dated October 6, 1980, from Ethel Mears and Samuel C. Mears, as Lessors, to Carbonit Exploration, Inc., as Lessee, recorded in Book 165, Page 125 of the records of Johnson County, Wyoming, INSOFAR AND ONLY INSOFAR as said lease is in force and effect.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 7, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Book 198, Page 121 of the records of Johnson County, Wyoming.

(Huff)

17. 85% of 1/7th of 8/8ths and 85% of 1/15th of 1/7th of 8/8ths interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described land:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 34: E/2
containing 320 acres, more or less.

Subject to Oil and Gas Lease dated October 6, 1980, from Orville M. Huff, et ux, as Lessors, to Carbonit Exploration, Inc., as Lessee, recorded in Book 165, Page 123 of the records of Johnson County, Wyoming INSOFAR AND ONLY INSOFAR as said lease is in force and effect.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated March 7, 1983 from American Gas & Oil Investors to Energetics, Inc., recorded in Book 198, Page 82 of the records of Johnson County, Wyoming.

(Knieriem)

18. 85% of .05555555556% of 8/8ths royalty interest under that certain Oil and Gas Lease dated February 7, 1981, from Orville Knieriem, as Lessor, to Carbonit Exploration, Inc., as Lessee, recorded in Volume 175, Page 189 of the records of Johnson County, Wyoming, covering the following described land:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 34: E/2
containing 320 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated April 1, 1983, from American Gas & Oil Investors to Energetics, Inc., recorded in Book 198, Page 96 of the records of Johnson County, Wyoming.

(Wendy Trust)

19. 85% of 1.3125% of 8/8ths royalty interest under that certain Oil and Gas Lease dated December 1, 1981, from William R. Hays, Trustee, Wendy Trust, as Lessor, to Energetics, Inc., as Lessee, recorded in Book 180, Page 163 of the records of Johnson County, Wyoming covering the following described land:

Johnson County, Wyoming
T45N - R80W, 6th P.M.
Section 27: NE/4
containing 160 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated May 1, 1983, from American Gas & Oil Investors to Energetics Operating Company, recorded in Book 198, Page 89 of the records of Johnson County, Wyoming.

Form 3110-2
(February 1977)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1977 OCT 18 AM 10 09

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

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

RECEIVED
OCT 13 1977
GEOLOGICAL SURVEY
CASPER, WYOMING

W 60577
(Serial Number)

Name Stanley J. Weber Jr.
Street 3841 Veterans Blvd.
City Metairie, LA 70002
State
Zip Code

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

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

T 28 N, R 111 W, 6th Prin Mer
Sec 29: W½
30: Lots 1, 2, 3, 4, E½, E½W½
31: NE¼, E½SE¼
32: W½

203977

LANDS IN OFFER WERE NOT WITHIN
A KNOWN GEOLOGIC STRUCTURE ON

OCT 17 1977

RECORDED November 2 TO 24 2:00 PM
IN BOOK 73 Oil & Gas PAGE 208
FEES $12.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

John P. Kennedy
Acting Area Geologist
For the Director
U.S. Geological Survey

Containing a total of	1461.76	acres	Annual Rental	$ 1462.00

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 1977

THE UNITED STATES OF AMERICA

Marion P Burke

By Alma M. Stine
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

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

OCT 09 1984

BUREAU OF LAND MANAGEMENT

OCT 19 1977
(Date)

208

ORIGINAL

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

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

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

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

GPO 839 - 107

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

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

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

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

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

Said conditions may relate to any of the following:

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

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

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

Form 3109–5 (August 1973)

GPO 849-280

Marian P Burke

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 09 1984
BUREAU OF LAND MANAGEMENT

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(February 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

BLM CHEYENNE, WYOMING

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF THE INTERIOR
INT 4

U.S.MAIL

JUL 25 '77

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

60577

Print or type

Last name	First name	Middle initial
WEBER JR	STANLEY	J.

4382 0840 0

Last name	First name	Middle initial

Social Security or Taxpayer Number

3841 VETERANS BLVD

Street Address

METAIRIE, LOUISIANA 70002

City State Zip code

WYOMING

Parcel number applied for WY 215

The return of this card indicates that you were *not* successful in the drawing and your offer is rejected.

Marcia P Burks

CERTIFIED

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

OCT 09 1984

BUREAU OF LAND MANAGEMENT

NONCOMPETITIVE OFFER [redacted] ASE FOR OIL & GAS [redacted]

Undersigned offers [redacted] for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1–5; (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110–2 or 3110–3, and the appropriate stipulations as provided in 43 CFR 3109.4–2 and the posted notice.

INSTRUCTIONS

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved _____.

If you are successful in the drawing, you will be required to pay the first year's rental of 50¢ per acre or fraction thereof prior to issuance of lease. No copies or facsimiles of this form will be accepted.

Other parties in interest – All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Signature of Applicant	Date	Other parties in interest
Stanley Hiller Jr	JUL 19 1977	
Signature of Applicant	Date	

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

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

*USGPO: 1976 — 678-396

Marion P Burke

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

OCT 09 1984

BUREAU OF LAND MANAGEMENT

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Form 3106–5
(February 1971)

CASPER PRESS
134 N. Center
Casper, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-60577

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

BELCO PETROLEUM CORPORATION
One Dag Hammarskjold Plaza
New York, New York 10017

1.

203978

RECORDED November 2 1984 2:00 PM
IN BOOK 73 Misc PAGE 213
FEES $8.00 Lois A. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deline

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* November 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 28 North, Range 111 West, 6th P.M.
Section 29: W½
Section 30: Lots 1, 2, 3, 4, E½, E½W½
Section 31: NE¼, E½SE¼
Section 32: W½

Containing 1461.76 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)* 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 OF EIGHT-EIGHTHS (5% of 8/8ths)

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 10th day of April, 1978

Stanley J. Weber, Jr.
(Assignor's Signature)
STANLEY J. WEBER, JR.

3841 Veterans Boulevard
(Assignor's Address)

Metairie, Louisiana 70002
(City) (State) (Zip Code)

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

Jason P. Barth

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
be a true and comparative copy
of the official records on file
OCT 09 1984
BUREAU OF LAND MANAGEMENT

Assignment approved effective JUL 1 1978

By Glenna M. Jones
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 21 1978
(Date)

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

ORIGINAL

[redacted]-001

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

Qualifications Filed under Serial #W-56943

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

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

Executed this 6th day of June 1978.

Marion P Burke

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

OCT 09 1984

BUREAU OF LAND MANAGEMENT

BELCO PETROLEUM CORPORATION

BY: Gerald F. Hagerman
(Assignee's Signature)

Gerald F. Hagerman
Attorney-in-Fact For
BELCO PETROLEUM CORPORATION
10,000 Old Katy Rd, Suite 100
Houston, Texas 77055
(Address, include zip code)

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

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

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.

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.

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.

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.

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

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 the person 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 by persons having addresses outside the United States. If ten percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate statement as to his citizenship and holdings *must* be furnished.

Evidence of qualifications and ownership has previously been furnished as required by the above, reference should be made to serial number of case 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.

CASPER PRESS
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

STATE OF Jefferson Parish
COUNTY OF Louisiana } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of April, 1978, personally appeared Stanley J. Weber, Jr.

and

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

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

My Commission Expires

Notary Public.

STATEMENT OF ATTORNEY-IN-FACT

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OF

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

Date 4/10/78

Signed for Identification

d-Continent Association W. Reassign.

601

KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

NOW ALL MEN BY THESE PRESENTS:

That the undersigned, Transworld Resources Corp.

hereinafter called Assignor), for and in consideration of One Dollar $1.00) the receipt whereof is hereby acknowledged, does hereby sell,

ssign, transfer and set over unto Celeste C. Grynberg

all of the

hereinafter called Assignee), interest in and to the oil and gas lease

dated See Exhibit "A", 19---, from See attached Exhibit "A", Lessor,

to Transworld Resources Corp., Lessee,

recorded in book See Exhibit "A" page ---, insofar as said lease covers the following described land in

Sublette County, State of Wyoming

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

This instrument was filed for record on the

---day of---, 19---, at---

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

Page --- of the records of this office.

Register of Deeds.

When recorded
Return to ---

SEE ATTACHED EXHIBIT "A"

203979

RECORDED November 2 1984 2:00 P M
IN BOOK 73 Oil & G PAGE 216
FEES $2.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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

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

Reserving however, unto the Assignors herein an overriding royalty of nil

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least N/A days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have N/A days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood; however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

EXECUTED, This 23 day of October 1984
without warranties of any kind.

---(Seal)
Transworld Resources Corp.
---(Seal)
Jack J. Grynberg, Chairman
---(Seal)

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STATE OF Colorado }
COUNTY OF Arapahoe } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October 19 84, personally appeared Jack J. Grynberg

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

NOTARY PUBLIC PHYLLIS J. RODINE STATE OF COLORADO

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

My Commission Expires 4/6/88

Phyllis J. Rodine
Phyllis J. Rodine Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____ 19 ___
by _____

Witness my hand and official seal.
My Commission Expires: _____ Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL) _____ Notary Public.

My Commission expires _____

No. _____
FROM
TO
Dated _____, 19 ___
No. Acres _____
_____ County, _____

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

_____ County Clerk.
By _____ Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

EXHIBIT "A"

SYSTEM LSE & DOCUMENT NO	LESSOR # & NAME	ORIGINAL LESSEE # AND NAME	LEASE DATE	EXPIRATION DATE	RECORDING DATE BOOK	PAGE	GROSS ACRES	LESSOR NET ACRES
02981 WY-82,192	13469 STATE OF WYOMING 81-989 LEGAL DESCRIPTION SUBLETTE COUNTY, WYOMING TOWNSHIP 35 NORTH, RANGE 112 WEST SECTION 36: ALL CONTAINING 640.00 ACRES, MORE OR LESS	10922 SYLVIA F. KOVIC	10/02/81	10/02/91			640.0000	640.0000
02982 WY-82,195	13470 STATE OF WYOMING 82-0022 LEGAL DESCRIPTION SUBLETTE COUNTY, WYOMING TOWNSHIP 34 NORTH, RANGE 109 WEST SECTION 16: ALL CONTAINING 640.00 ACRES, MORE OR LESS	10922 SYLVIA F. KOVIC	1/02/82	1/02/92			640.0000	640.0000

218

219

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-43217

Lease effective date
February 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*
P O BOX 2305
HOUSTON, TX 77252

204020

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
TOWNSHIP 28 NORTH, RANGE 114 WEST Section 8: Lot 1 containing 39.97 acres, more or less Sublette County, Wyoming LIMITED TO ALL DEPTHS, INTERVALS, AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W	RECORDED November 6, 1984 8:00 AM IN BOOK 73 Oil & Gas PAGE 219 FEES $6.00 Lucy 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	NON E
6. Specify overriding royalty previously reserved or conveyed, if any	3.50%

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

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

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

Executed this 24 day of September, 19 84.

C F BRAUN & CO

By John J. Elliott
J. J. Elliott, (Assignor's Signature) Attorney-in-Fact

By

3131 Turtle Creek Blvd, Suite 100
(Assignor's Address)

Dallas, TX 75219
(City) (State) (Zip Code)

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

88985

[redacted] (Title) [redacted]

ORIGINAL CASE FILE COPY

661200 001

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 9th day of October, 1984, before me, the undersigned, A Notary Public in and for said County and State, personally appeared James J. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney-in-fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of October, 1984.

Cheryl Ehman
Notary Public

Cheryl Ehman
Notary Public State of Texas
My Commission Expires October 25, 1986

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

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

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

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

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

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

221

Form 3106–5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0320214

Lease effective date
November 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*
P O BOX 2305
HOUSTON, TX 77252

204021

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

TOWNSHIP 29 NORTH, RANGE 114 WEST
Section 34: Lots 1,2,3,4,N2,N2S2
Section 35: Lots 1,2,3,4,N2,N2S2
containing 1,302.04 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS, INTERVALS AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

Assignment approved as to lands described below

RECORDED November 6 1984 8:00 AM
IN BOOK 73 D&O PAGE 221
FEES $ 6.00 Lacy J 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	ALL 100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.30%

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

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

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

Executed this 24 day of September , 19 84

C F BRAUN & CO

By _____
J. J. Elliott, (Assignor's Signature) Attorney-in-Fact

By _____

3131 Turtle Creek Blvd, Suite 100
(Assignor's Address)

Dallas, TX 75219
(City) (State) (Zip Code)

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

88987

(Title) (Date)

661413 001

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 9th day of October, 1984, before me, the undersigned, A Notary Public in and for said County and State, personally appeared James J. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney-in-fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of October, 1984.

Cheryl Ehman
Notary Public

Cheryl Ehman
Notary Public State of Texas
My Commission Expires October 25, 1986

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

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

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

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

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

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

223

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-52811

Lease effective date
December 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

204022

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 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 114 West
Section 22: NW/4 containing 160 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS, INTERVALS, AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

Assignment approved as to lands described below

RECORDED November 6 1984 8:00 AM
IN BOOK 73 Oil & Gas PAGE 223
FEES $6.00 Louise 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	7.34%

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

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

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

Executed this 24 day of September , 19 84.

C F BRAUN & CO.

BY J. J. Elliott, (Assignor's Signature) Attorney-in-Fact

3131 Turtle Creek Blvd, Suite 100
(Assignor's Address)

Dallas, TX 75219
(City) (State) (Zip Code)

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

88984

[redacted] (Title) [redacted]

663599 001

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 9th day of October, 1984, before me, the undersigned, A Notary Public in and for said County and State, personally appeared James G. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney-in-fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of October, 1984.

Cheryl Ehman
Notary Public

Cheryl Ehman
Notary Public State of Texas
My Commission Expires October 25, 1986

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

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

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

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

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

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

225

Form 3106–5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-42791

Lease effective date
January 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
EXXON CORPORATION

Address *(include zip code)*
P O BOX 2305
HOUSTON, TX 77252

204023

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

TOWNSHIP 28 NORTH, RANGE 114 WEST
Section 5: Lots 7,8,12
Section 21: N2 NW4,SE4 NW4,NE4 SW4
containing 266.65 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS,INTERVALS AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

Assignment approved as to lands described below

RECORDED November 6 1984 8:09 AM
IN BOOK 73 Misc PAGE 225
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	8.00%

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

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

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

Executed this 24 day of September , 1984 .

C F BRAUN & CO

By J J Elliott, (Assignor's Signature) Attorney-in-Fact
3131 Turtle Creek Blvd, Suite 100
(Assignor's Address)

By

Dallas, TX 75219
(City) (State) (Zip Code)

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

88986

[redacted] (Title) [redacted]

663600 001

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 9th day of October, 1984, before me, the undersigned, A Notary Public in and for said County and State, personally appeared James J. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney-in-fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of October, 1984.

Cheryl Ehman
Notary Public

Cheryl Ehman
Notary Public State of Texas
My Commission Expires October 25, 1986

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

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

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

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

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

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

227

ROYALTY ASSIGNMENT

This assignment made and entered into this 10 day of FEBRUARY, 1976, by and between MELVIN MEESTER

of POTTER, NE 69156,

herein referred to as Assignor, (whether one or more) and HELYN WHEELER AND ERVIN WHEELER, her husband et al

of POTTER, NE 69156,
hereinafter referred to as Assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 1/4th of 1% of 8/8ths

of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of SUBLETTE, State of WYOMING, to-wit:

T. 27 N., R. 111 W., 6th Prin. Mer.

Sec. 17: SE¼
Sec. 20: NE¼
Sec. 21: NE¼, W½
Sec. 33: NW¼SW¼

containing 840.00 acres

Marion P. Burke

Certificate
to be a true and ...

OCT 3 1984

BUREAU OF ... MENT

RECEIVED
WYOMING
1984 OCT 29 AM 7:45

under the terms of that certain oil and gas lease made and entered into by and between United States of America as lessor, and Melvin Meester as lessee, dated April 1, 1976 and bearing Number W 54137, or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to United States of America under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

RECORDED January 8 1984 8:00 AM
BOOK 73 O&G PAGE 227
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Lewis

William Meester
Melvin Meester

204057

STATE OF NEBRASKA }
COUNTY OF CHEYENNE } ss.

On this 10 day of FEBRUARY, 1976, before me personally appeared MELVIN MEESTER

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

Witness my hand and seal the day and year last above written.

K E Nevoldsen
Notary Public

My Commission expires:

GENERAL NOTARY - State of Nebraska
K. D. NEVOLDSEN
My Comm. Exp. Nov. 25, 1979

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated August 1, 1974, executed by United States of America W-46559

as Lessor(s), and Phillip E. Flanagan

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette State of Wyoming, as assigned in Book 51 at Page 230, only insofar as said lease covers the following described land in said County and State, to-wit:

Township 28 North-Range 110 West, 6th P.M.
Section 28: SW¼

Being 160.00 acres, more or less

STATE OF _____ }
COUNTY OF _____ } ss.

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

_____
County Clerk or Register of Deeds.

When recorded
Return to FARMERS UNION CENTRAL EXCHANGE, INC.
Post Office Box 21479
Billings, Montana 59104

204075

RECORDED November 13 1984 4:00 M
IN BOOK 73 Misc PAGE 228
FEES $4.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Executed this 1st day of November, 19 84.

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: J. R. Keating
J. R. Keating Assistant Secretary

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss.

On this 1st day of November, A. D. 19 84, before me personally appeared J. R. Keating, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. R. Keating acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Pauline B. Pearson
Pauline B. Pearson Notary Public

My Commission expires February 1, 1986. Residing at: Billings, Montana

W-1065

FORM 16036

229

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 25th day of October 19 84

by and between Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife
Pinedale, Wyoming 89241

Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602 Party of the first part, hereinafter called lessor (whether one or more) and Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & no/100---------- DOLLARS

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

Township 37 North, Range 110 West, 6th P.M.
Section 13: NW¼SE¼, S½SE¼
Containing 120.00 acres, more or less

204076

RECORDED November 13, 1984 4:00 P M
IN BOOK 73 Oil PAGE 229
FEES $ 6.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and containing 120.00 acres, more or less.

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

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

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

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

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

If no well be commenced on said land on or before the 25th day of October 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank of Rock Springs, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One hundred twenty and no/100------ DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

Lessee may at any [illegible] this lease, in whole or in part, by delivering or mailing a [illegible] the lessor, or by placing a release of record in the proper [illegible] evidencing such release. The annual delay rental shall be reduced proportionately as to the number of acres released.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

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

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

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

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

Lessee may at any [illegible] this lease, in whole or in part, by delivering or mailing a [illegible] the lessor, or by placing a release of record in the proper [illegible] evidencing such release. The annual delay rental shall be reduced proportionately as to the number of acres released.

Lessor hereby re[redacted]nquishes any right of homestead, dower or curtesy they [redacted]hem may have in or to the leased land. [redacted]

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Abner L Hecox
Abner L. Hecox

Emma Lee Hecox
Emma Lee Hecox

Carol V. Trail

Carol V. Trail

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of October, 19 84, personally appeared Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 7-20-85

Carol V. Trail
Notary Public

STATE OF
COUNTY OF } SS.

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

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

....., 19 ....., personally appeared .....

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

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

My Commission Expires .....

Notary Public

STATE OF
COUNTY OF } SS.

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

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

....., 19 ....., personally appeared .....

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

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

My Commission Expires .....

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

....., to me personally known, who, being by me duly sworn, did say that he is .....

President of ....., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said .....

.....acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM _____ TO _____

Dated _____ 19 ____ Section _____ Township _____ Range _____

_____ County _____ No. of acres _____ Term _____

STATE OF
COUNTY OF } SS.

This instrument was filed for record on the _____ day of _____, 19 ____, at _____

o'clock ____ M. and duly recorded in Book _____ Page _____ of the records of this office.

_____
County Clerk — Register of Deeds

By _____
Deputy

When recorded return to: _____

230

231

Billings Blue Print
Billings, Montana

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated October 25, 1984, from Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife, to Kenneth K. Farmer, as Lessee, recorded in Book ____, Page ____, of the County Records of Sublette County, Wyoming, is owned by Kenneth K. Farmer, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 110 West, 6th P.M.
Section 13: NW¼SE¼, S½SE¼
Containing 120.00 acres, more or less

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Kenneth K. Farmer subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife Undivided 50% Interest	Rock Springs National Bank Rock Springs, Wyoming	$60.00

204077

RECORDED November 13 1984 4:00 P M
IN BOOK 73 Oil & Gas PAGE 231
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Clevenger

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

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

WITNESS our hands and seals this 25th day of October, 1984.

WITNESSES:

Carol V. Krieb

Carol V. Krieb

X Abner L Hecox (SEAL)
Abner L. Hecox

(SEAL)

X Emma Lee Hecox (SEAL)
Emma Lee Hecox

(SEAL)

(SEAL)

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

INDIVIDUAL ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife, to me personally known, and known to me to be the same person s described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that t he y executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 25th day of October, 19 84

My Commission Expires: 7-20-85

Carol V. Frei
Notary Public in and for said County and State, residing at Sublette, Wyoming

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person ___described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that ___he ___executed and delivered the same as _____free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this _____day of _____, 19 __.

My Commission Expires: _____

_____
Notary Public in and for said County and State, residing at _____

RATIFICATION
AND RENTAL DIVISION ORDER

From

To

When recorded, return to

STATE OF _____)
) SS.
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person who executed the foregoing instrument as _____ President of _____, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this _____day of _____, 19___.

My Commission Expires: _____

_____
Notary Public in and for said County and State, residing at _____

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Form Rat. 3

CASPER PRESS Casper, Wyoming

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Abner L. Hecox, a married man dealing in his sole and separate property, does hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 29th day of August, 19 84, between Abner L. Hecox and Emma Lee Hecox, Husband and Wife, as lessor S, and Kenneth K. Farmer, as lessee, covering all of that certain tract of land situate in the county of Sublette, State of Wyoming, described as follows:

Township 37 North, Range 110 West, 6th P.M.
Section 13: N½SW¼, SE¼SW¼
Containing 120.00 acres, more or less

204078

RECORDED November 13 1984 4:00 PM
IN BOOK 73 Rec'd PAGE 233
FEES $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

and do es hereby grant, lease and let the land described in said lease unto the above named lessee, his heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessor S; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Kenneth K. Farmer

his heirs, successors, administrators or assigns, as provided in the lease above referred to.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25th day of October, 1984.

Abner L. Hecox
Abner L. Hecox

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 26 day of October, 1984, personally appeared Abner L. Hecox, a married man dealing in his sole and separate property

CAROL V. KIRCH NOTARY PUBLIC STATE OF WYOMING

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

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

My Commission Expires 7-20-85 Carol V. Kirch
Notary Public.

State of }
County of } ss.

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

Witness my hand and official seal.
My Commission Expires: Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL) Notary Public.

My Commission expires .....

No. .....
FROM .....
TO .....
Dated .....
No. Acres .....
County, ...
Term .....

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

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

When recorded return to

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

235

PRODUCERS 88–PAID UP
Rev. 5-60, No. 2

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of October, 19 84, by and between Kenneth Painovich and Mary Ellen Painovich, husband and wife whose post office address is P. O. Box 634, Pinedale, Wyoming 82941, hereinafter called Lessor (whether one or more) and Kenneth K. Farmer whose post office address is P. O. Box 3402 Casper, WY 82602, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ** TEN AND MORE ** cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 37 North, Range 110 West, 6th p.m.
Section 35: All that part of the NW¼SE¼ of said Section 35 lying West of the Green River Lakes Road.

204079

RECORDED November 13, 1984 at 8:00 A.M.
IN BOOK 73 Or P. PAGE 235
FEES 6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
KP
By Dorothy M Delurie

and containing 8.00 acres more or less. (Five) 5 MEP

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (⅛)~~ 16% MEP KP part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth (⅛)~~ KP % MEP of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of ~~one-eighth (⅛)~~ payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (⅛)~~ KP % MEP 16% MEP KP of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Kenneth Painovich
Kenneth Painovich

SS# 520-22-6261

X Mary Ellen Painovich
Mary Ellen Painovich

SS# 520-46-8164

STATE OF Wyoming
COUNTY OF Sublette } SS.

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, North Dakota and/or New Mexico

BE IT REMEMBERED, That on this 29th day of October, A. D., 19 84, before me, a Notary Public, in and for said County and State, personally appeared Kenneth Painovich and Mary Ellen Painovich, husband and wife

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

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

My commission expires June 4, 1986 Ingrid Cho Notary Public

STATE OF
COUNTY OF } SS.

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, North Dakota and/or New Mexico

BE IT REMEMBERED, That on this day of, A. D., 19, before me, a Notary Public, in and for said County and State, personally appeared

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

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

My commission expires Notary Public

STATE OF
COUNTY OF } SS.

ACKNOWLEDGMENT, Montana or Colorado

I, , a Notary Public, in and for said County and State, do hereby certify that

personally known to me to be the person whose name subscribed to the within instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument of writing as free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Notary Public

No.

OIL AND GAS LEASE

FROM

TO

Dated, 19

Lot Block Addition

Section Township Range

County

No. of Acres Term

STATE OF
COUNTY OF } SS

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

By
County Clerk—Register of Deeds

When Recorded

Return to

Deputy

STATE OF
COUNTY OF } SS.

ACKNOWLEDGMENT, CORPORATION

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of, 19, personally appeared , to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires Notary Public

P. O.

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ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-53107

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That C. L. Scribner
817 Old Trail Road - Cheyenne, Wyoming 82001

Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
A. G. Andrikopoulos	P. O. Box 788 Cheyenne, WY 82003	4½% of 8/8ths

204080

RECORDED November 13 1984 11:00 A M
IN BOOK 73 Misc PAGE 237
FEES $4.00 Lois J Yde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

Being in all a total of an undivided Four and One-Half Percent of Eight-Eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 30: E½

Containing 320.00 acres, more or less.

WITNESS our hands this 21st day of May, 1976

Witnesses:

C. L. Scribner
C. L. SCRIBNER

STATE OF Wyoming
COUNTY OF Laramie } ss.

On the 21st day of May, 1976, before me personally appeared C. L. Scribner the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
May 17, 1979

Gale O. Kelly
Notary Public
Residing in Cheyenne, Wyoming

GALE O. KELLY - NOTARY PUBLIC
STATE OF WYOMING
My commission expires May 17, 1979

[redacted] 15848 [redacted] [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-12571

Lease effective date
6-1-68

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

PART I

1. Assignee's Name

TXO PRODUCTION CORP.

Address *(include zip code)*
First City Center, 1700 Pacific Avenue
Dallas, Texas 75201

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

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

Township 37 North, Range 114 West, 6th P.M.

Section 16: SE/4
22: W/2 NW/4, SW/4
400 acres

Sublette County, Wyoming

*From the surface to 15,707 feet: 12.50%

204093

Return to:

TXO PRODUCTION CORP.
1700 Pacific Ave.
First City Center
Dallas, Texas 75201

RECORDED November 14 1984 1:00 P M
IN BOOK 73 Oil PAGE 238
Fee $6.00 Laird Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deuce

3. Specify interest or percent of operating rights being conveyed to assignee	30% of * Above
4. Specify interest or percent of operating rights being retained by assignor	70% of * Above
5. Specify overriding royalty interest being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	5.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 26th day of October, 19 84, but effective 7:00 o'clock A.M. July 29, 1983.

TERRA RESOURCES, INC.

By: Bill Odum
(Assignee's Signature) Bill Odum
Senior Vice President

5416 South Yale
(Assignor's Address)

ATTEST: [illegible]
William H. Everett III, Secretary

Tulsa, Oklahoma 74135
(City) (State) (Zip Code)

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

TXO 513622-000 2089 A83

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 8th day of November, 19 84.

TXO Production Corp.

By: Donald Chase
(Assignee's Signature)

DONALD CHASE
SENIOR VICE-PRESIDENT

First City Center
(Assignee's Address)

1700 Pacific Ave. LB-10

Dallas, Texas 75201
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me by Bill Odum, Senior Vice President and William H. Everett III, Secretary, this 26th day of October, 1984.

Witness my hand and official seal.

My Commission Expires: 3/1/86

Virginia L. Booth
NOTARY PUBLIC, TULSA COUNTY, OKLAHOMA

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.

[redacted] [redacted] [redacted] GPO 836 - 844

RECORDED March 14 1982 1:00 PM
BOOK 73 Rec'd PAGE 240
FEES $20 Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

203094 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, 83.963755 of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sweetwater County, Wyoming more fully described on said Exhibit "A".

Energetics 1981 Year-End Ltd. 116 Inverness Drive East Englewood, Colorado 80112	4.645000%
Energetics-Stroh 1981 Year-End Ltd. 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 409 White Plains, New York 10604	30.000000%
Questex Energy Program 1981 B 530 West Parkdale Plaza 1660 South Highway 100 Minneapolis, Minnesota 55416	1.814250%

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases, including the landowner's royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.

2. The overriding royalty interests of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

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, Agent and Attorney-in-Fact

ENERGETICS 1981 YEAR-END LTD
BY: Energetics Operating Company, General Partner

By: _____
J. Thomas Reagan, President

ATTEST: _____ Secretary

ENERGETICS-STROH 1981 YEAR-END LTD
BY: Energetics Operating Company, General Partner

By: _____
J. Thomas Reagan, President

GENERAL HYDROCARBONS 1981 X OIL & GAS PROGRAM

By: _____

GUARANTY ENERGY GROUP 1981

By: _____

ATTEST

_____

KAISER ENERGY, INC.

By: _____

DARRYL P. EKSTROM 1981 B TRUST

By: _____

ENCORE EXPLORATION 1981 - LC. L.P.

By: _____

QUESTEX ENERGY PROGRAM 1981 B

By: _____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of October 1984 by Joseph C. Mencin, Agent and Attorney-in-Fact for Energetics Operating Company a Colorado corporatin, in behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

Notary Public

Residing at: _____

_____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of October 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics-Stroh 1981 Year-End Ltd, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

07-26-86

Notary Public

Residing at: _____

_____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of October 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics 1981 Year-End Ltd, a Utah limited partnership.

WITNESS my hand and official seal.

Mycommission expires:

7-26-86

Notary Public

Residing at: _____

_____

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	

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204095 ASSIGNMENT OF OIL AND GAS LEASES

RECORDED Nov. 14 1984 1:40 P.M.
IN BOOK 73 Misc PAGE 244
FEES 10.25 Lena Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Tillman

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 Ltd. 116 Inverness Drive East Englewood, Colorado 80112	3.019250%
Energetics-Stroh 1981 Year-End Ltd. 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%

THIS ASSIGNMENT is made and shall in all respects be subject to the following:

1. The terms and provisions of said Oil and Gas Leases, including the landowner's royalties therein reserved, the proportionate burden of which shall be assumed and borne by Assignee.

2. The overriding royalty interests of record, as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by Assignee, and is further subject to an overriding royalty due Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment.

3. The Assignment is made without representation or warranty of title either express or implied.

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

5. This Assignment is made subject to the terms and conditions of that certain Farmout Agreement dated April 28, 1982, as amended June 29, 1982, by and between General American Oil Company of Texas, Farmor and Energetics, Inc., a Colorado corporation, Farmee and that certain Assignment of Oil and Gas Lease dated January 14, 1983, recorded in Book 67, Page 527, Sublette County, Wyoming.

6. Assignor agrees to keep and maintain said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or to drill or develop the lands covered by same; however, Assignor shall not be held liable for any damages resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 20, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY (ASSIGNOR)

BY: _____ mlb
Joseph C. Mencin, Agent & Attorney-in-Fact

ENERGETICS 1981 YEAR-END LTD
BY: Energetics Operating Company, General Partner

By: _____ Jr mlb
J. Thomas Reagan, President

ATTEST:
_____
Assistant Secretary

ENERGETICS-STROH 1981 YEAR-END LTD
BY: Energetics Operating Company, General Partner

By: _____ Jr mlb
J. Thomas Reagan, President

ATTEST:
_____
Assistant Secretary

GENERAL HYDROCARBONS 1981 X OIL AND GAS PROGRAM

By: _____

GUARANTY ENERGY GROUP 1981

By: _____

ATTEST:

KAISER ENERGY, INC.

_____

By: _____

DARRYL P. EKSTROM 1981 B TRUST

By: _____

ENCORE EXPLORATION 1981 - LC. L.P.

By: _____

QUESTEX ENERGY PROGRAM 1981 B

By: _____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of October 1984 by Joseph C. Mencin, Agent and Attorney-in-Fact for Energetics Operating Company a Colorado corporatin, in behalf of the corporation.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public
Residing at: My Commission Expires Aug. 7, 1988
_____

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of October, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics-Stroh 1981 Year-End Ltd, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 7-26-86

Betty A. Herald
Notary Public My Commission Expires July 26, 1986
Residing at: [illegible] Circle
[illegible]nado 80121

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of October, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics 1981 Year-End Ltd, a Utah limited partnership.

WITNESS my hand and official seal.

Mycommission expires: 7-26-86

Betty A. Herald
Notary Public My Commission Expires July 26, 1986
Residing at: 3991 East [illegible] Circle
Littleton, Colorado 80121

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	

247

ASSIGNMENT OF PRODUCTION PAYMENT

SERIAL NO. W-61417

KNOW ALL MEN BY THESE PRESENTS:

THAT Stewart Capital Corporation, hereinafter called "ASSIGNOR" for and in consideration of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto DANIEL P. HAERTHER, 1007 East Illinois Road, Lake Forest, Illinois, 60045, hereinafter called "ASSIGNEE", his successors and assigns an undivided TWENTY-SIX PERCENT OF THIRTY-FIVE PERCENT (26.00% of 35.00%) INTEREST in that certain Production Payment reserved by "ASSIGNOR" in Assignment of Oil and Gas lease dated 5/30/78 to Belco Petroleum Corp., 9485 West Colfax Avenue, Lakewood, CO 80215 in which "ASSIGNOR" herein reserved a production Payment of $3,500.00 per acre out of 5% of all production.

"ASSIGNOR" therein also reserved to itself in the Assignment referred to above certain Re-Assignment rights. "ASSIGNOR" also agrees to Assign an undivided TWENTY-SIX PERCENT OF THIRTY-FIVE PERCENT (26.00% of (35.00%) INTEREST in any Assignment or Re-Assignment to which it might become entitled under such provisions in the Assignment to Belco Petroleum Corp. detailed above.

Lands involved in this Assignment are situated in Sublette County, State of Wyoming To wit:

T. 31N., R. 112W. 6PM

Sec. 5: Lot 4
Sec. 6: Lots 1,2,3,4,5, S½NE¼, SE¼NW¼

And contain 319.40 acres, more or less

Dated this 1 day of Oct 1984

c/o Alexander S. Bowers
Hickory Ridge Farm
P. O. Drawer F
Earlysville, VA 22936

Stewart Capital Corporation
Alexander S. Bowers, President
Attest: Patricia L. Heam

State of Virginia X
County of Albemarle X

On this 1 day of Oct, 1984, before me personally appeared Alexander S. Bowers, to me personally known, who, being by me duly sworn, did say that he is the President of Stewart Capital Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Alexander S. Bowers acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1 day of Oct, 1984.

Seal

Patricia L. Heam
Notary Public

My commission expires:

204096

RECORDED November 14 1984 1:00 PM
IN BOOK 73 Drd PAGE 248
for Lois J Yake CLERK
by Dorothy M Shive

248

W61417

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 11 day of OCT, 1984.

Daniel P. Haerther
(Assignee's Signature)

Daniel P. Haerther

(Assignee's Address)
1005 East Illinois Road
Lake Forest, Illinois 60045
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly ... United States any false, fictitious, or fraudulent ...

[redacted] ASSIGNMENT OF O[redacted]ING ROYALTY INTERESTS [redacted]

KNOW ALL MEN BY THESE PRESENTS:

THAT, R. J. TODD, 2034 Lynwood, Casper, Wyoming 82604, (hereinafter called Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by B. S. & B. OIL COMPANY, a Partnership, P. O. Box 2331, Casper, Wyoming 82602, (hereinafter called Assignee), the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, bargain, transfer, sell and assign unto the said Assignee, its successors and assigns, effective as of 7 A. M., November 1, 1984, all of Assignor's interest in and to those certain overriding royalty interests on all oil, gas and other liquified hydrocarbons which may be produced, saved and sold pursuant to the provisions of those oil and gas leases set out and described in Exhibit "A", attached hereto and made a part hereof.

This Assignment is made subject to all valid unitization, pooling, communitization agreements, division orders and/or transfer orders to which said interests are subject to as of the date of this Assignment.

This Assignment is being executed in multiple originals, all of which are identical, except that to facilitate recordation in counterparts hereof, only that portion of Exhibit "A" which contains specific descriptions of said interests located in the recording jurisdiction where that counterpart is to be recorded are included. All of such counterparts together constitute but one and the same instrument.

To Have And To Hold said interests unto Assignee, its successors and assigns forever, and Assignor agrees to warrant and forever defend the title to said interests unto the said Assignee, against every person whosoever lawfully claiming, or to claim, the same or any part thereof by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor on October 25, 1984, but is delivered and, effective as of 7:00 A. M., local time (at the location of the subject interests, respectively) on November 1, 1984 (effective date).

200

RECORDED November 14 1984 1:00 P M
IN BOOK 173 Book 4 PAGE 250
FEES 6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McGuire

204097

ASSIGNOR

R. J. Todd

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by R. J. TODD, this 25th day of October 1984.

Witness my hand and official seal.

Sandra J. Nations - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 20, 1988

Sandra J. Nations
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
R. J. TODD TO B. S. & B. OIL COMPANY, A PARTNERSHIP DATED 10-25-84

ease Number nd O R R I	Lessor	Lessee	Date	Recorded	Description
9-8975 0075	U. S. A. W-57811	Fred Goodstein	10-1-77		Sublette County, Wyoming Township 27 North, Range 110 West, 6th P. M. Section 24: N/2, E/2 SW/4 Section 25: E/2 NW/4
-T9166 0075	U. S. A. W-61473	Rainbow Resources	1-1-78		Sublette County, Wyoming Township 27 North, Range 112 West, 6th P. M. Section 23: S/2 SE/4 Section 24: SE NW, E/2 SW/4

2.51

ASSIGNMENT AND CONVEYANCE

The undersigned, HERBERT E. FEAR, a married person, of 9 Monroe Avenue, Salem, Illinois 62881, does hereby transfer, assign, convey and set over unto Herbert E. Fear, as Trustee under that certain Trust Agreement dated October 31, 1984, all right, title and interest of the undersigned, Herbert E. Fear, in and to oil, gas and other minerals situated in the State of Wyoming, and in and to all oil and gas leases and leasehold estates, royalty interests and overriding royalty interests in or under real estate situated in the State of Wyoming, together with all rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The purpose of this conveyance is to vest in Grantee, Herbert E. Fear as the aforesaid Trustee, all ownership of the right to oil, gas, and other minerals owned by Grantor in the State of Wyoming, and all ownership and right to receive proceeds of production of oil, gas and other minerals from real estate situated in the State of Wyoming, and further to transfer to said Trustee all rights and prerogatives enjoyed by Grantor incident thereto and to transfer to said Trustee all personalty owned by Grantor in connection therewith.

This Assignment and Conveyance shall be effective as to oil sold on or subsequent to December 1, 1984.

This Assignment and Conveyance is executed in five duplicate originals for recordation purposes.

204098 Dated this 31st day of October, 1984.

Herbert E. Fear
Herbert E. Fear
a married person

RECORDED November 14 1984 1:00 P M
IN BOOK 73 Or S PAGE 252
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stiver

STATE OF ILLINOIS)
) ss.
COUNTY OF MARION)

I, Vera Klingbeil, a Notary Public, in and for the County of Marion and residing in the State aforesaid, DO HEREBY CERTIFY, that HERBERT E. FEAR, a married person, 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, including the release and waiver of the right of homestead, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of October, 1984.

Vera Klingbeil
Notary Public

This Instrument Prepared by and Return to:

Pfaff, Garner & Terlizzi
202 West Schwartz
Salem, IL 62881
(618) 548-3306

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-68810

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John N. Galey and Patricia J. Galey, his wife, P.O. Box 3815, Thousand Oaks, California 91359

....., 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
Republic Properties	P.O. Box 2154 Appleton, Wisconsin 54913	Four and one-half percent of eight-eighths

204093

RECORDED November 14 1984 1:00 PM
IN BOOK 73 Misc PAGE 254
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M Stevens

Being in all a total of an undivided Four and one-half percent of eight-eighths ..... overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 30 North, Range 105 West, 6th P.M.
Section 35: W½

Township 30 North, Range 106 West, 6th P.M.
Section 13: N½

Containing 640.00 acres, more or less.

WITNESS our hands this 16TH day of FEBRUARY, 1982

Witnesses:

John N. Galey
John N. Galey

Patricia J. Galey
Patricia J. Galey

STATE OF CALIFORNIA }
} ss.
COUNTY OF VENTURA }

On the 16TH day of FEBRUARY, 1982, before me personally appeared John N. Galey and Patricia J. Galey the signor S of the above instrument, who duly acknowledged to me that they executed the same.

Patricia S. Eisman
Notary Public

My commission expires 12-17-

OFFICIAL SEAL
PATRICIA S. EISMAN
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My comm. expires DEC 17, 1982

Residing in Thousand Oaks, Ca.

254

255

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

STATE OF WYOMING OIL AND GAS LEASE

79-0260

KNOW ALL MEN BY THESE PRESENTS, That J. N. Galey and Patricia J. Galey, his wife, P.O. Box 3815, Thousand Oaks, California 91359

....., 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
Republic Properties	P.O. Box 2154 Appleton, Wisconsin 54913	Four and one-half percent of eight-eighths

201100

RECORDED November 14 1984 1:00 PM
IN BOOK 23 Oil & Gas PAGE 255
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M. Lewis

Being in all a total of an undivided Four and one-half percent of eight-eighths
..... overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 30 North, Range 106 West, 6th P.M.
Section 16: All

Containing 640.00 acres, more or less.

WITNESS our hands this 16TH day of FEBRUARY, 1982

Witnesses:

.....

.....

J. N. Galey

Patricia J. Galey

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss.

On the 16TH day of FEBRUARY, 1982, before me personally appeared J. N. Galey and Patricia J. Galey the signors of the above instrument, who duly acknowledged to me that they executed the same.

OFFICIAL SEAL
PATRICIA S. EISMAN
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My commission expires DEC 17, 1982

Patricia S. Eisman
Notary Public

My commission expires: 12-17-

Residing in Thousand Oaks, Ca.

[redacted] East Bird [redacted] 1979-1
WY-293
Federal 40-17

12
#4

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 '79 LIMITED 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.

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:
SEAL
1977
SECRETARY

BY: Marguerite C. Scott
MARGUERITE C. SCOTT
Assistant Secretary

ENERGETICS '79 LIMITED PARTNERSHIP
BY: Energy Associates, Inc.

BY: J. T. Reagan
J. Thomas Reagan, President

201101

RECORDED November 14 1984 1:00 P M
IN BOOK 73 Misc. PAGE 256
FEES $12.00 Lois J Yeke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

256 Dorothy M Schuere

581

ATTEST:

BY: Marguerite E. Scott
Marguerite E. Scott
Assistant Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. T. Reagan mlb
J. Thomas Reagan, Presdient

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of December, 1984, by J. Thomas Reagan, President of Energy Associates, Inc., a Wyoming corporation, General Partner of Energetics '79 Limited Partnership, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Aug 7 1988

Notary public

Residing at My Commission Expires Aug. 7, 1988
[illegible] Eastern Place
Englewood, Colorado 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of December, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics 1983 Year-End Ltd. a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Aug 7 1988

Notary Public

Residing at My Commission Expires Aug. 7, 1988
[illegible] Eastern Place
Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated March 19, 1984 from Energetics '79 Limited Partnership to Energetics 1983 Year-End Ltd.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	.489348%

SUBJECT WELL: Federal 40-17
T27N-R111W, Sec. 17: SE¼

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 and other minerals) of operating the subject well to produce such amount.

EXHIBIT "B"

Attached to and made a part of that certain Aggisnment of Oil and Gas Leases dated March 19, 1984 from Energetics '79 Limited partnership to Energetics 1983 Year-End Ltd.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING DATA BOOK	PAGE
12740	USA W-54137	Melvin Meester	3/31/76	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LANDS: Township 27 North, Range 111 West Section 17: SE¼ From the surface to a depth of 10,150' Sublette County, Wyoming	64 O&G	562

EXHIBIT "C"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated March 19, 1984 from Energetics '79 Limited Partnership to Energetics 1983 Year-End Ltd.

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, Page 103.

3. Certificate and Agreement of Limited Partnership, dated September 30, 1983 entered into between Energetics Operating Company and the Limited Partners.

4. Farmout Agreement dated February 10, 1983 by and between Energetics '79 Limited Partnership, as Farmor and Energetics Operating Company, as Farmee.

5. Energetics Eight Well Drilling Program Participation Agreement, dated December 1, 1983, by and between Energetics Operating Company and Energetics 1983 Year-End Ltd.

East Bird Canyon 1979-1
WY-293
Federal 40-17

#15

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 considertaion, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS OPERATING COMPANY, whose address is 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 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 andconditions 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 saparate assignments on approved formesby or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicalbe 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 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, althought 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 Assignment.

204102

ENERGETICS OPERATING COMPANY

BY: Joseph C Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

RECORDED November 14 1984 8:00 AM
IN BOOK 73 Misc PAGE 261
FEES $12.00 Paul Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

ATTEST:

BY: Marguerite C. Scott
MARGUERITE C. SCOTT
Assistant Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. T. Reagan mlb
J. Thomas Reagan, Presdient

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of November, 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:

Aug 7, 1988

Notary public

Residing at My Commission Expires Aug. 7, 1988

Englewood, Colorado 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics 1983 Year-End Ltd. a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Aug 7, 1988

Notary Public

Residing at My Commission Expires Aug. 7, 1988

Englewood, Colorado 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated March 19, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	.078807%

EXHIBIT "B"

Attached to and made a part of that certain Aggisnment of Oil and Gas Leases dated March 19, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING DATA BOOK	PAGE
12740	USA W-54137	Melvin Meester	3/31/76	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LANDS: Township 27 North, Range 111 West Section 17: SE¼ From the surface to a depth of 10,150' Sublette County, Wyoming	64 O&G	562

264

EXHIBIT "C"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated March 19, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

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, Page 103.

3. Certificate and Agreement of Limited Partnership, dated September 31,1983, by and between Energetics Operating Company and the Limited Partners.

4. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983, by and between Energetics Operating Company and Energetics 1983 Year-End Ltd.

[redacted] East Bird Canyon [redacted]
WY-293
Federal 40-17

12

#6

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 considertaion, 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 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 andconditions 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 saparate assignments on approved formesby or on behalf of ASSIGNOR to ASSIGNEE in sufficient counterparts to satisfy applicalbe 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 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, althought 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 Assignment.

204103

ENERGETICS, INC.

BY: Joseph C. Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

RECORDED January 14 1984 1:00 P M
IN BOOK 73 Misc PAGE 266
FEES $12.00 Lois J Yahn COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING
by Dorothy M Lewis

266

581

ATTEST:

BY: Marguerite E. Scott
MARGUERITE E. SCOTT
Assistant Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. T. Reagan mlb
J. Thomas Reagan, Presdient

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of December, 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:

May 7 1988

Notary public

Residing at My Commission Expires Aug. 7, 1988

[illegible] 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of December, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics 1983 Year-End Ltd. a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

Aug. 7, 1988

Notary Public

Residing at My Commission Expires Aug. 7, 1988

[illegible] 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated March 19, 1984 from Energetics, Inc. to Energetics 1983 Year-End Ltd.

ASSIGNEES	PERCENTAGE OF OWNERSHIP
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	1.069499%

EXHIBIT "B"

Attached to and made a part of that certain Aggisnment of Oil and Gas Leases dated March 19, 1984 from Energetics, Inc. to Energetics 1983 Year-End Ltd.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING DATA BOOK	PAGE
12740	USA W-54137	Melvin Meester	3/31/76	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LANDS: Township 27 North, Range 111 West Section 17: SE¼ From the surface to a depth of 10,150' Sublette County, Wyoming	64 O&G	562

697

EXHIBIT "C"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated March 19, 1984 from Energetics, Inc. to Energetics 1983 Year-End Ltd.

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, Page 103.

3. Certificate and Agreement of Limited Partnership, dated September 30, 1983 entered into between Energetics Operating Company and the Limited Partners.

4. Energetics Eight Well Drilling Program Participation Agreement, dated December 1, 1983, by and between Energetics Operating Company and Energetics 1983 Year-End Ltd.

WY322
Chapel #10-25 Well

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENERGETICS OPERATING COMPANY, a Colorado corporation, succesor in interest to ENERGETICS, INC., a Colorado corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto the Assignees listed below (hereinafter referred to as "ASSIGNEE"), in the percentages set out beside their respective names, an undivided working interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands located in Sublette County, Wyoming, more fully described on said Exhibit "A".

ENERGETICS '80 STROH LIMITED YEAR-END PARTNERSHIP .475151%
116 Inverness Drive East
Englewood, CO 80112

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

204104

RECORDED November 14 1984 1:00 PM
IN BOOK 73 Ox & G PAGE 271
FEES $ 8.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

assumed and borne by Assignee, and is further subject to an over-riding royalty due the Energetics Royalty Corporation which over-riding royalty may or may not be of record as of the date of execution of this Assignment.

3. The Assignment is made without representation or warranty of title, either express or implied.

4. This Assignment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, and the terms, provisions and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate in the said lands.

5. This Assignment is made subject to the terms and conditions of that certain Partial Assignment of Oil and Gas Leases dated May 4, 1983, by and between Belco Petroleum Corporation, as Assignor and Energetics, Inc., a Colorado corporation, as Assignee.

6. Assignor agrees to keep and maintain said Oil and Gas Leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or to drill or develop the lands covered by same; however, Assignor shall not be held liable for any damages resulting from the failure to maintain said leases as specified above.

IN WITNESS WHEREOF, this Assignment is executed this 5th day of November, 1984.

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin mlb
Joseph C. Mencin, Agent and Attorney-in-Fact

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of November 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: 8-7-1988

Notary Public
Residing at [illegible] Place
Englewood, Colorado 80112

My Commission Expires Aug. 7, 1988

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-2-

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases, by and between Energetics Operating Company, as Assignor, and Energetics '80 Stroh Limited Year-End Partnership, as Assignee, dated November 5, 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 7	48	628

273

WY-004, Teal Prospect
Terra/Williams

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS, INC., a Delaware corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and Energetics 1983 Mid-Year Ltd ("Assignee"), 116 Invenress 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 an undivided 20.16 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.

(d) This Assignment and Agreement is made expressly subject to that certain Letter Agreement, dated December 31, 1983, by and between Energetics, Inc., and Energetics 1983 Mid-Year Ltd., and that certain Certificate and Agreement of Limited Partnership dated September 30, 1983, by and between Energetics Operating Company and the Limited Partners.

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.

204105

RECORDED March 14 1984 1:00 PM
IN BOOK 73 Misc. PAGE 274
FEE $ 6.00 Sandy Hale COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy

511

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 5th day of December, 1984.

ENERGETICS, INC.

By: Joseph C. Mencin, mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

ATTEST: CORPORATE SEAL COLORADO
By: Teresa Secretary

ENERGETICS 1983 MID-YEAR LTD, BY
ENERGETICS OPERATING COMPANY,
GENERAL PARTNER

By: J. P. Logan, Jr. mlb

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of December, 1984, by Joseph C. Mencin, Agent and Attorney-in-Fact of Energetics, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC STATE OF COLORADO
August 7, 1988

Teresa Curtis
Notary Public

Residing at: [illegible] Aug. 7, 1988

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner of Energetics 1983 Mid-Year Ltd., a Colorado limited 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. Hydewood Dr.
Littleton, Colo. 80120

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated November 5, 1984, by and between Energetics, Inc., Assignor, and Energetics 1983 Mid-Year Ltd, Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		
					LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-004-1	5/6/83	Farmout Option Agreement between Terra Resources, Inc. and Energetics, Inc.	USA W-54471	Angelo J. Liberator	9/1/76	Township 28 North, Range 112 West Section 35: Lots 1, 2, 3, SE/4NE/4, E/2SE/4, SW/4SE/4 Sublette County, Wyoming LIMITED IN DEPTH, as outlined in said Agreement.	Not avialable
WY-004-2	9/21/83	Farmout Agreement between Williams Exploration Company and Energetics, Inc.	USA-W-54471	Angelo J. Liberator	9/1/76	Township 28 North, Range 112 West Section 35: Lots 1, 2, 3, SE/4NE/4, E/2SE/4, SW/4SE/4 Sublette County, Wyoming LIMITED IN DEPTH, as outlined in said Agreement.	Not available

277

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-7578-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

$150.00
Ck. Paid Turner & Morris
Okla. Co.
Rider 8-15-83

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

2. Describe the lands affected by this assignment

Township 29 North - Range 109 West
Section 30: Lots 1-4, E/2, E/2W/2

containing 646.16 acres, more or less,
in Sublette County, Wyoming

RECORDED January 14 1984 1:00 P
73 D&G 278
SUBLETTE
by Dorothy McClure

Assignment approved as to lands described below

204106

SAME LAND DESCRIPTION AS ITEM 2

APPROVED AS TO RECORD TITLE ONLY

3. Specify [redacted] assignor's record title interest being conveyed to assignee	50%
4. Specify [redacted] 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

APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JUN 1 1983

By Frederick A. McGuire
(Authorized Officer)
Acting Chief, Oil & Gas Section
(Title)

SEP 17 1984
(Date)

FOR ASSIGNEE

#29-1 Cutlass Unit/Land/RM 278 12150-1 D-7351

279

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 .

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 above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:

My Commission Expires Sep. 5, 1984

Karen C. Tumbleson
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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-7578-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-7351

APPROVED AS TO DESCRIPTION ONLY

281

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-7577-B

Lease effective date
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Woods Petroleum Corporation

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

Bond in sum of $ 150,000
with St Paul Fire & Marine
as surety filed Dec 6 87

Rider 8 18 83

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 29 North - Range 109 West Section 32: All containing 640.00 acres, more or less, in Sublette County, Wyoming	204107 SAME LAND DESCRIPTION AS ITEM 2 APPROVED AS TO RECORD TITLE ONLY

RECORDED November 1st 1984 1:00 P.M.
73 Deed PAGE 281
FEE $ 8.00 Lana J Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

3. Specify [redacted] assignor's record title interest being conveyed to assignee	50%
4. Specify [redacted] 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

APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JUN 1 1983

By [signature]
(Authorized Officer)

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

SEP 17 1984
(Date)

#29-1 [redacted] Unit/Land/RIM [redacted] ID-7350-1

[redacted] PAR [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19 .

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

(City) (State) (Zip Code)

STATE OF COLORADO)
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 above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

NOTARY PUBLIC

My Commission Expires Dec. 5, 1984

Helen G. Hensley
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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

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

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

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

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

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

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-7577-B.

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.

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-7577

Lease effective date
September 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Woods Petroleum Corporation

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

Bond coverage $150,000
St. Paul Marine & Fire
as surety No. Qual Co.
Date 8-18-83

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North - Range 109 West Section 18: Lots 1,2, E/2NW/4, NE/4 containing 292.47 acres, more or less, in Sublette County, Wyoming	204108 SAME LAND DESCRIPTION AS ITEM 2

RECORDED November 14 1984 1:00 PM
IN BOOK 73 Oil & Gas
FEES $8.00 284
Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Allen

APPROVED AS TO RECORD TITLE ONLY

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

APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JUN 1 1983

By Frederick W. Doggett
(Authorized Officer)

Acting Chief, Oil & Gas Section
(Title)

SEP 17 1984
(Date)

FOR ASSIGNEE

#29-1 Cutlass Unit/Land/RM 284 12156-1 D-7350

285

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 qualification[illegible]e 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 .

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 above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:

My Commission Expires Dec. 5, 1984

Karen D. Kennedy
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

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-7577.

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-7350

APPROVED AS TO RECORD TITLE ONLY

WY-293
Fed 40-17
E. Bird Canyon '79-1

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and ENERGETICS 1983 YEAR-END 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 an undivided 3.97065% 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.

(d) This Assignment and Agreement is made expressly subject to that certain Energetics Eight Well Drilling Program Participation Agreement, dated December 1, 1983, between Energetics Operating Company and Energetics 1983 Year-End Ltd. and that Certificate and Agreement of Limited Partnership, dated December 21, 1983 between Energetics Operating Company and the Limited Partners.

204196

RECORDED November 19 1984 2:00 PM
IN BOOK 73 Misc PAGE 287
FEES $10.00 Lois J. Yake -1- COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 8th day of November, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin
Joseph C. Mencin,
Agent and Attorney-in-Fact

ENERGETICS 1983 YEAR-END LTD.
BY ENERGETICS OPERATING COMPANY,
GENERAL PARTNER

ATTEST:

By: Linda Switzer
Assistant Secretary

By: J. T. Reagan
J. Thomas Reagan, President

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of November, 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:

My Commission expires December 4, 1985

Kimberley M. Smith
Notary Public

Residence: 116 Dawsons Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this day of , 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1983 YEAR-END LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residence: 116 Dawsons Dr. E.
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement dated _____, 1984 by and between Energetics Opertaing Company, Assignor, and Energetics 1983 Year-End Ltd., Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK/PAGE
	02/10/83	F/O Agreement by and between Terra Resources, as Farmor, and Energetics Operating Company, as Farmee.	U.S.A W-54137	Melvin Meester	04/01/76	T27N, R111W Section 17: SE/4 Sublette, County, WY	Not Available

290

291

WY-293
Fed 40-17
E. Bird Canyon '79-1

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and ENERGETICS 1983 YEAR-END 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 an undivided 5.38448% 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.

(d) This Assignment and Agreement is made expressly subject to that certain Energetics Eight Well Drilling Program Participation Agreement, dated December 1, 1983, between Energetics Operating Company and Energetics 1983 Year-End Ltd. and that Certificate and Agreement of Limited Partnership, dated December 21, 1983 between Energetics Operating Company and the Limited Partners.

204197

RECORDED November 19 1984 9:00 M
IN BOOK 73 Ores PAGE 291
FEES $10.00 Lucy J Yahl- COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

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 8th day of November, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin
Joseph C. Mencin,
Agent and Attorney-in-Fact

ATTEST:

By: S. E. Switzer
Assistant Secretary

ENERGETICS 1983 YEAR-END LTD.
BY ENERGETICS OPERATING COMPANY,
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 8th day of November, 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:
My Commission expires December 4, 1985

Kimberley M. Smith
Notary Public

Residence: 116 Dwersee Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of November, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1983 YEAR-END LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residence: 116 Dwersee Dr. E.
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement dated _____, 1984 by and between Energetics Opertaing Company, Assignor, and Energetics 1983 Year-End Ltd., Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK/PAGE
	02/10/83	F/O Agreement by and between Williams Exploration Company, as Farmor, and Energetics Operating Company, as Farmee	U.S.A W-54137	Melvin Meester	04/01/76	T27N, R111W Section 17: SE/4 Sublette, County, WY	Not Available

4624

WY-293
Fed 30-20
E. Bird Canyon '79-1

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and ENERGETICS 1983 YEAR-END LTD. ("Assignee"), 116 Inverness Drive East, Englewocd, 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 an undivided 5.548019% 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.

(d) This Assignment and Agreement is made expressly subject to that certain Energetics Eight Well Drilling Program Participation Agreement, dated December 1, 1983, between Energetics Operating Company and Energetics 1983 Year-End Ltd. and that Certificate and Agreement of Limited Partnership, dated December 21, 1983 between Energetics Operating Company and the Limited Partners.

204193

RECORDED November 19 1984 9:00 M
IN BOOK 73 Misc PAGE 295
FEES $10.00 Lena J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] by Dorothy M Steere [redacted]

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 8th day of November, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin
Joseph C. Mencin,
Agent and Attorney-in-Fact

ATTEST:

By: Jane Swartzer
Assistant Secretary

ENERGETICS 1983 YEAR-END LTD.
BY ENERGETICS OPERATING COMPANY,
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 8th day of November, 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:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residence: 116 Inverness Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this day of , 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1983 YEAR-END LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residence: 116 Inverness Dr. E.
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement dated November 8, 1984 by and between Energetics Opertaing Company, Assignor, and Energetics 1983 Year-End Ltd., Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK/PAGE
	12/01/83	F/O Agreement by and between Energetics 1979 Limited Partnership, MM&S Partners, and Energetics Capital Limited Partnership, as Farmors, and Energetics Operating Company, as Farmee.	U.S.A W-59776 (11170)	Dorothy Langley	09/01/77	T27N, R111W Section 20: NE/4SW/4 Sublette, County, WY	64/278
			U.S.A. W-68117 (11109)	Ole M. Hanson	07/17/79	T27N, R111W Section 20: NW/4SW/4 S/2SW/4 Sublette County, WY	59/7

298

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 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:

204199

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.

FILED FOR RECORD ... May 19 1984 9:00 AM ... BOOK 133 Misc. PAGE 299 ... SUBLETTE COUNTY CLERK ... FEES ... SUBLETTE COUNTY CLERK

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.

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: [redacted] Secretary

ENERGETICS CAPITAL LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

BY: [redacted]
J. Thomas Reagan, President

ATTEST: ENERGETICS

BY: _____
Lou Switzer, Assistant Secretary

ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP
(a/k/a Energetics 1980 Year-End Ltd.)
BY: Energy Associates, Inc., General Partner

BY: _____
J. Thomas Reagan, President

MM&S PARTNERS

BY: _____
Jordan R. Smith, General Partner

A S S I G N E E

ATTEST: ENERGETICS

BY: _____
Lou Switzer, Assistant Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: _____
J. Thomas Reagan, President

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument wasacknowledged before me this 9th day of November, 1984, by J. Thomas Reagan, President of Energy Associates, Inc., a Wyoming corporation, General Partner for Energetics Capital Limited Partnership, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

_____
Notary Public
Residing at 116 Shoreham Drive East
Englewood, Co 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984, by Jordan R. Smith, General Partner for MM&S Partners , a Colorado partnership.

WITNESS My hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Shoreham Drive East
Englewood, Co 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984 by J. Thomas Reagan, President of Energy Associates, Inc., a Wyoming corporation, General Partner for Energetics 1980 Year-End Limited Partnership (a/k/a Energetics 1980 Year-End Ltd.), a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expies
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Shoreham Drive East
Englewood, Co. 80112

STATE OF COLORADO)
) Ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Enegetics 1983 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

My Commission Expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residing at 11le Inverness Drive East
Englewood, Co 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated April 17, 1984 from Energetics Capital Limited Partnership, et al to Energetics 1983 Year-End Ltd.

SUBJECT WELL: Chapel #10-25, located in SEction 25: NW¼ - T28N-R112W

Payout shall be deemed to have occured as of 7: A.M. on the first day of the 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 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.

ASSIGNEE	PERCENTAGE OF OWNERSHIP	
	BEFORE PAYOUT	AFTER PAYOUT
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	1.649102%	.824551%

The interest conveyed herein is being made expressly subject to that certain Farmout Agreement dated December 1, 1983 between Energetics 1980 Year-End Limited Partnership, et al, as Farmors and Energetics Operating Company, as Farmee; that certain Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc., Energetics Operating Company and Energetics 1983 Year-End Ltd.; and that certain Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

EXHIBIT "B"

Attached to and made a part of that certain Assignment ofOil and Gas Leases dated April 17, 1983 from Energetics Capital Limited Partnership, et al to Energetics 1983 Year-End Ltd.

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

RECORDED November 19 1984 8:00 AM
IN BOOK 73 Orig PAGE 304
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shreve

204200

WY-322
Chapel Canyon 10-25

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 '80 STROH LIMITED YEAR-END PARTNERSHIP, 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 Assignment.

ATTEST:

Assistant Secretary

ENERGETICS '80 STROH LIMITED YEAR-END PARTNERSHIP
BY: Energy Associates, Inc., General Partner

BY: _____
J. Thomas Reagan, President

ATTEST:

Assistant Secretary

ENERGETICS 1983 YEAR END LTD.
BY: Energetics Operating Company, General Partner

BY: _____

STATE OF COLOARDO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November 1984 by J. Thomas Reagan, President of Energy Associates, Inc., a Wyoming corporation, General Partner for Energetics '80 Stroh Limited Year-End Partnership, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residing at
Englewood, CO 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1983 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residing at
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated May 15, 1984 from Energetics '80 Stroh Limited Year-End Partnership to Energetics 1983 Year-End Ltd.

SUBJECT WELL: Chapel #10-25
Section 25: NW¼
T28N-R112W
Sublette County, Wyoming

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 productin 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.

ASSIGNEE	PERCENTAGE OF OWNERSHIP	
	BEFORE PAYOUT	AFTER PAYOUT
ENERGETICS 1983 YEAR-END LTD 116 Inverness Drive East Englewood, CO 80112	.022001%	.011000%

The interest conveyed herein is being made expressly subject to that certain Farmout Agreement dated December 1, 1983 between Energetics 1980 Year-End Limited Partnership, et al, as Farmors and Energetics Operating Company, as Farmee; that certain Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc., Energetics Operating Company and Energetics 1983 Year-End Ltd.; and that certain Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

EXHIBIT "3"

Attached to and made a part of that certain Assignment dated May 15, 1984 from Energetics '80 Stroh Limited Year-End Partnership to Energetics 1983 Year-End Ltd.

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

307

RECORDED November 17 1984 9:00A
IN BOOK 73 Oil PAGE 308
FEES $12.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Delaune

#3

WY-322
Chapel #10-25 Well

204201

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

ENERGETICS, INC.

BY: Joseph C. Mencin
Joseph C. Mencin, Agent & Attorney-in-Fact

A S S I G N E E S

ATTEST:
Asst. Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. Reagan
J. Thomas Reagan, President

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of Nov., 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:
PUBLIC Aug. 7, 1988

Notary Public
Residing at My Commission Expires Aug. 7, 1988
Englewood, Colorado 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1983 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Notary Public
Residing at
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics, Inc. to Energetics 1983 year-End Ltd.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
ENERGETICS 1983 YEAR-END LTD. 116 Inverness Drive East Englewood, CO 80112	.196616%

EXHIBIT "B"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics, Inc. to Energetics 1983 Year-End Ltd.

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 LIMITED IN DEPTH from the surface of the ground to the stratigraphic equivalent of 9827 feet as encountered in the Chapel #10-25 well located in the NW¼ of Section 25, T28N-R112W, Sublette County, Wyoming.	48	628

311

EXHIBIT "C"

Attached to and made a part of that certain Assignment dated April 17. 1984 from Energetics, Inc. to Energetics 1983 Year-End Ltd.

1. 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.

2. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc., Energetics Operating Company and Energetics 1983 Year-End Ltd.

3. Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

#4

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 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.

FILED for record this 19th day of November 19 84 at 2:13 o'clock P M
FEES $ 12.00 Recorded in Book 313 of Deeds
SUBLETTE COUNTY, PINEDALE, WYOMING
by Beverly Clark Deputy

204202

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

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin
Joseph C. Mencin, Agent & Attorney-in-Fact

A S S I G N E E S

ATTEST: ENERGETICS OPERATING COMPANY CORPORATE SEAL WYOMING
Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. Thomas Reagan
J. Thomas Reagan, President

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of Nov., 1984 by Joseph C. Mencin, Agent and Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, in behalf of the corporation.

WITNESS My hand and official seal.

My commission expires:
Aug. 7, 1988

Notary Public

Residing at My Commission Expires Aug. 7, 1988
6838 East Easter Place
Englewood, Colorado 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1983 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Notary Public

Residing at 116 Shannon Drive East
Englewood, Co. 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	.189802%

EXHIBIT "B"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

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 LIMITED IN DEPTH from the surface of the ground to the stratigraphic equivalent of 9827 feet as encountered in the Chapel #10-25 well located in the NW¼ of Section 25, T28N-R112W, Sublette County, Wyoming	48	628

316

EXHIBIT "C"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

1. 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.

2. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc., Energetics Operating Company and Energetics 1983 Year-End Ltd.

3. Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

[redacted] [redacted] [redacted] #5 1/

Chapel 10-25 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 LIMITED YEAR END 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.

204203 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 Nov 19 1984 at 9 o'clock A.M.
IN BOOK 113 PAGE 318
FEES $12.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy

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: ASSOCIATED CORPORATE SEAL 1977 WYOMING

Lois Switzer
Asst. Secretary

ENERGETICS CAPITAL LIMITED PARTNERSHIP
By: ENERGY ASSOCIATES, INC., as General Partner

BY: J. T. Reagan
J. Thomas Reagan, President

ATTEST:

ENERGETICS 1980 YEAR-END LIMITED PARTNERSHIP
(a/k/a Energetics 1980 Year-End Ltd.)
BY: Energy Associates, Inc., General Partner

BY: _____
J. Thomas Reagan, President

MM&S PARTNERS

BY: _____
Jordan R. Smith

ATTEST:

ENERGETICS 1980 STROH LIMITED YEAR END PARTNERSHIP
(a/k/a Energetics '80 Stroh Limited Year-End Partnership)
BY: Energy Associates, Inc., General Partner

BY: _____
J. Thomas Reagan, President

A S S I G N E E S

ATTEST:

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: _____
J. Thomas Reagan, President

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984, by J. Thomas Reagan, President of Energy Associates, Inc., a Wyoming corporation, General Partner for Energetics Capital Limited Partnership, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, Co. 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by J. Thomas Reagan, President of Energy Associates, Inc, a Wyoming corporation, General Partner of Energetics 1980 Year-End Limited Partnership (a/k/a Energetics 1980 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, Co. 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by Jordan R. Smith, as General Partner of MM&S Partners, a Colorado partnership.

WITNESS my hand and official seal.

My commission expires:

My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, Co 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of November, 1984 by J. Thomas Reagan, President of Energy Associates, Inc., a Wyoming corporation, General Partner for Energetics 1980 Stroh Limited Year End Partnership (a/k/a Energetics '80 Stroh Limited Year-End Partnership), a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, Co. 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November 1984, by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1983 Year-End Ltd.

WITNESS my hand and official seal.

My commission expires:

My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public
Residing at 116 Inverness Drive East
Englewood, Co. 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated April 14, 1984 from Energetics 1980 Year End Limited Partnership, et al to Energetics 1983 Year-End Ltd.

SUBJECT WELL: Chapel #10-25
T28N-R112W
Section 25: NW¼

Payout shall be deemed to have occured as of 7:00A.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	AFTER PAYOUT
ENERGETICS 1983 YEAR-END LTD. 116 Inverness Drive East Englewood, CO 80112	2.785171%	1.392585%

The interest conveyed herein is being made expressly subject to that certain Farmout Agreement dated December 1, 1983 between Energetics 1980 Year-End Limited Partnership, et al, as Farmors and Energetics Operating Company, as Farmee; that certain Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc. Energetics Operating Company and Energetics 1983 Year-End Ltd.; and that certain Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated April 14, 1984, from Energetics 1980 Year-End Limited Partnership, et al to Energetics 1983 Year-End Ltd.

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

332

#6 12

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 Assignmert 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.

204204

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

ENERGETICS, INC.

BY: Joseph C. Mencin
Joseph C. Mencin, Agent and Attorney-in-Fact

A S S I G N E E

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. C. Reagan Jr
J. Thomas Reagan, President

RECORDED November 19 1984 8:00 A.M.
BOOK 73 Misc PAGE 323
FEES 12.00 Sandy Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

ATTEST:
Dan Spitzer
Asst. Secretary

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of Nov., 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:

Aug. 7, 1988

Notary Public

Residing at My Commission Expires Aug. 7, 1988
~~6909 East Foster Place~~
Englewood, Colorado 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1983 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

My Commission expires December 4, 1985

Notary Public

Residing at

Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics, Inc., to Energetics 1983 Year-End Ltd.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	.327693%

EXHIBIT "B"

Attached to and made a part of that certain Assignment dated April 17, 1984, from Energetics, Inc. to Energetics 1983 Year-End Ltd.

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 Limited in depth from the surface to the stratrigraphic equivalent of 9,827' as encountered in the Energetics Chapel #10-25 well located in the NW¼ of Section 25, T28 North, Range 112 West.	61	461

EXHIBIT "C"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics, Inc. to Energetics 1983 Year-End Ltd.

1. Assignment of Oil and Gas Lease dated April 24, 1981 from James A. Erickson, Assignor, to Energetics, Inc, Assignee, recorded in Book 61 at Page 463 of the records of Sublette County, Wyoming.

2. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc, Energetics Operating Company and Energetics 1983 Year-End Ltd.

3. Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

#7 12

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.

204295

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

RECORDED November 19 1984 9 o'clock A M
IN BOOK 73 Oil & Gas PAGE 328
FEES 12.00 Lee Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin
Joseph C. Mencin, Agent and Attorney-in-Fact

A S S I G N E E

ATTEST: Lee Clark
Secretary

ENERGETICS 1983 YEAR-END LTD.
BY: Energetics Operating Company, General Partner

BY: J. C. Reagan Jr.
J. Thomas Reagan, President

328

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of Nov, 1984 by Joseph C. Mencin, Agent and Attorney-in-Fact of Energetics Operating Company, a Colorado corporation, in behalf of the corporation.

WITNESS My hand and official seal.

My commission expires:

8 Aug. 7, 1988

Notary Public

Residing at My Commission Expires Aug. 7, 1988
~~[illegible] Point Plaza~~
Englewood, Colorado 80112

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of November, 1984 by J. Thomas Reagan, President of Energetics Operating Company, a Colorado corporation, General Partner for Energetics 1983 Year-End Ltd., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires:

My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residing at

Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
Energetics 1983 Year-End Ltd. 116 Inverness Drive East Englewood, CO 80112	.088655%

EXHIBIT "B"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

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 Limited in depth from the surface to the stratigraphic equivalent of 9827 feet as encountered in the Energetics Chapel#10-25 well located in the NW¼ of Section 25, T28N-R112W.	61	461

331

EXHIBIT "C"

Attached to and made a part of that certain Assignment dated April 17, 1984 from Energetics Operating Company to Energetics 1983 Year-End Ltd.

1. Assignment of Oil and Gas Lease dated April 24, 1981 from James A. Erickson to Energetics, Inc, a Colorado corporation (as predecessor in interest to Energetics Operating Company), recorded in Book 61 O&G, Page 463 of the records of Sublette County, Wyoming.

2. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 between Energetics, Inc., Energetics Operating Company and Energetics 1983 Year-End Ltd.

3. Certificate and Agreement of Limited Partnership for Energetics 1983 Year-End Ltd. entered into December 21, 1983 between Energetics Operating Company and the limited partners.

10

WY-322
North Bird Canyon
Federal 10-31

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and ENERGETICS 1983 YEAR-END 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 an undivided 4.34794% 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.

(d) This Assignment and Agreement is made expressly subject to that certain Energetics Eight Well Drilling Program Participation Agreement, dated December 1, 1983, between Energetics Operating Company and Energetics 1983 Year-End Ltd. and that Certificate and Agreement of Limited Partnership, dated December 21, 1983 between Energetics Operating Company and the Limited Partners.

204206

RECORDED November 19 1984 9:00A M
IN BOOK 73 Ord 7 PAGE 333
FEES $10.00 Lou Yake -1- COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] Dorothy [redacted]

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 13th day of November, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

ENERGETICS 1983 YEAR-END LTD.
BY ENERGETICS OPERATING COMPANY,
GENERAL PARTNER

ATTEST:

By: Peter R DeRoos
Assistant Secretary

By: J. Thomas Reagan mlb
J. Thomas Reagan, President

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of November, 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:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residence: 116 Inverness Dr. E.
Englewood, CO 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of November, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1983 YEAR-END LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Kimberley Marie Smith
Notary Public

Residence: 116 Inverness Dr. E.
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated Nov. 13, 1984, by and between Energetics Operating Company, Assignor, and Energetics 1983 Year-End Ltd., Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		RECORDING BOOK/PAGE
					LEASE DATE	DESCRIPTION	
322-5	12/1/83	Farmout Agreement by and between Energetics 1980 Year-End Limited Partnership, et al, as Farmors, and Energetics Operating Company, as Farmee.	Daniel E. Chapel	James A. Erickson	4/4/81	Township 28 North, Range 112 West Section 25: Lot 2, N/2NW/4, SE/4NW/4 Sublette County, Wyoming	61/461
			USA-W-62791	Robert W. Myers	5/1/78	Township 28 North, Range 111 West Section 31: Lots 1, 2, E/2NW/4 Township 28 North, Range 112 West Section 25: Lots 4, 7, W/2SE/4 Sublette County, Wyoming	N/A
			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: Lots 2,5, N/2NW/4 SE/4NW/4 Sublette County, Wyoming LIMITED IN DEPTH FROM THE SURFACE OF the ground to tne deepest depth drilled in the Federal 10-25 Well.	48/628

936

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE USA-W-88595
W-61,477

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg
5000 South Quebec, Suite 500
Denver, Colorado 80237
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	5000 South Quebec Suite 500 Denver, Colorado 80237	2.0833% of 8/8
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	5000 South Quebec Suite 500 Denver, Colorado 80237	2.0833% of 8/8
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficiary under the "Miriam Zela Trust"	5000 South Quebec Suite 500 Denver, Colorado 80237	2.0834% of 8/8

Whose trust agreement may be found recorded in Denver County, Colorado Book 2049, Pages 71-96.

Being in all a total of an undivided 6.25% of 8/8ths (six point twenty-five percent of eight eighths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 32 N - R 114 W
Sec. 12: Lots 1, 2, S½NE¼, N½SE¼, SE¼SE¼

204211

RECORDED November 19 1984 12:30 P M
IN BOOK 73 Dr G PAGE 337
FEES $6.25 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

Containing 234.57 acres, more or less.

WITNESS our hands this 7 day of November, 1984

Jack J. Grynberg, Assignor

Celeste C. Grynberg, Spouse

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

On this 7 day of November, 1984, before me personally appeared Jack J. Grynberg and Celeste C. Grynberg to me known to be the person s described in and who executed the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC PHYLLIS J. RODINE STATE OF COLORADO

Phyllis J. Rodine Notary Public
6963 So. Dahlia St.
Littleton, CO 801[redacted]

My commission expires: 4/20/88

CERTIFICATION TO HOLD AN INTEREST IN OVERRIDING ROYALTY ASSIGNMENTS

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. A filing fee of $10.00 is attached.

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

Executed this day of NOV 7 1984, 19 .

Celeste C. Grynberg
(Assignee's Signature)
Celeste C. Grynberg, Co-Trustee

Dean G. Smernoff
Dean G. Smernoff, Co-Trustee

5000 South Quebec, Suite 500
(Assignee's Address)

Denver	Colorado	80237
(City)	(State)	(Zip Code)

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

The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-6.

339

2136-24139

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-56028

Lease effective date
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TXO PRODUCTION CORP.

Address *(include zip code)*
First City Center, 1700 Pacific Avenue, Dallas, TX 75201

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 34 North, Range 114 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S/2 N/2, S/2
Section 12: E/2
Section 15: All

Sublette County, Wyoming

Assignment approved as to lands described below

204258

RECORDED November 26 1984 2:04 PM
IN BOOK 73 Oil & Gas PAGE 339
FEES $6.00 Lana J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Steere

Return to:

TXO PRODUCTION CORP.
1700 Pacific Ave.
First City Center
Dallas, Texas 75201

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30% of 25%
4. Specify interest or percent of record title interest being retained by assignor, if any	70% of 25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 7th day of November, 1984.
TERRA RESOURCES, INC.

By: _____ P. O. Box 2329
(Assignor's Signature) Bill Odum (Assignor's Address)
Senior Vice President

ATTEST: _____ Tulsa Oklahoma 74101
William H. Everett III, Secretary (City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

TXO NOTE: [redacted] be reproduced provided that copies are [redacted] productions on one sheet of both sides o[redacted]ial form in accord-

[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 14th day of November, 1984.

TXO PRODUCTION CORP.

By: Donald Chase
(Assignee's Signature)

DONALD CHASE
SENIOR VICE-PRESIDENT

First City Center, 1700 Pacific Avenue
(Assignee's Address)

Dallas, Texas 75201
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me by Bill Odum, Senior Vice President and William H. Everett III, Secretary, this 14th day of November

Witness my hand and official seal.

My Commission Expires: 3/1/86

Virginia L. Booth
NOTARY PUBLIC, TULSA COUNTY, OKLAHOMA

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.

341

2136-24140

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-56029

Lease effective date
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TXO PRODUCTION CORP.

Address *(include zip code)*

First City Center, 1700 Pacific Avenue, Dallas, TX 75201

The undersigned, as owner of 25% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 34 North, Range 114 West, 6th P.M.

Section 10: All
Section 11: All
Section 12: W/2

Sublette Co., Wyoming

Assignment approved as to lands described below

204259

November 26 1984 9:00 A.
IN BOOK 73 Or L 341
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

Return to:

TXO PRODUCTION CORP.
1700 Pacific Ave.
First City Center
Dallas, Texas 75201

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30% of 25%
4. Specify interest or percent of record title interest being retained by assignor, if any	70% of 25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 7th day of November , 19 84 .

TERRA RESOURCES, INC.

By: Bill Odum (Assignor's Signature)
Bill Odum
Senior Vice President

P. O. Box 2329 (Assignor's Address)

ATTEST:

William H. Everett III, Secretary

Tulsa, (City) Oklahoma (State) 74101 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective 9 7 6

By (Authorized Officer)

(Title) (Date)

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

[redacted] PART I [redacted]

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 November, 19 85.

EXXO PRODUCTION CORP.

By: Donald Chase
(Assignee's Signature)

DONALD CHASE
SENIOR VICE-PRESIDENT

First City Center, 1700 Pacific Avenue
(Assignee's Address)

Dallas, Texas 75201
(City) (State) (Zip Code)

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STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me by Bill Odum, Senior Vice President and William H. Everett III, Secretary, this 14th day of November

Witness my hand and official seal.

My Commission Expires: 3/1/86

Virginia L. Booth
NOTARY PUBLIC, TULSA COUNTY, OKLAHOMA

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.

343

2136-24143

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-52393

Lease effective date
November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TXO PRODUCTION CORP.

Address *(include zip code)*

First City Center, 1700 Pacific Avenue, Dallas, TX 75201

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 35 North, Range 114 West, 6th P.M.

Section 26: W/2, SE/4
Section 35: All

Sublette Co., Wyoming

Assignment approved as to lands described below

204259

RECORDED November 26 1984 9:00 A M
IN BOOK 73 Misc PAGE 343
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Return to:

TXO PRODUCTION CORP.
1700 Pacific Ave.
First City Center
Dallas, Texas 75201

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30% of 25%
4. Specify interest or percent of record title interest being retained by assignor, if any	70% of 25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 7th day of November, 1984.

TERRA RESOURCES, INC.

By: _____ Bill Odum
(Assignor's Signature)
Senior Vice President

P. O. Box 2329
(Assignor's Address)

ATTEST: _____
William H. Everett III, Secretary

Tulsa Oklahoma 74101
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ 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 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 November, 1984.

TXO PRODUCTION CORP.

By: Donald Chase
(Assignee's Signature)

DONALD CHASE
SENIOR VICE-PRESIDENT

First City Center, 1700 Pacific Avenue
(Assignee's Address)

Dallas, Texas 75201
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me by Bill Odum, Senior Vice President and William H. Everett III, Secretary, this 14th day of November

Witness my hand and official seal.

My Commission Expires: 3/1/86

Virginia L. Booth
NOTARY PUBLIC, TULSA COUNTY, OKLAHOMA

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.

344

345

2136-24137

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-52395

Lease effective date
November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

TXO PRODUCTION CORP.

Address (*include zip code*)

First City Center, 1700 Pacific Avenue, Dallas, TX 75201

The undersigned, as owner of 25% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 35 North, Range 114 West, 6th P.M.
Section 28: All
Section 29: E/2
Section 32: E/2
Section 33: All
Section 34: W/2
containing 2240.00 acres, more or less.

Sublette Co., Wyoming

Assignment approved as to lands described below

204261

RECORDED November 26 1984 2:00 PM
IN BOOK 73 Oil PAGE 345
FEES $6.00 Lacy Yahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Return to:

TXO PRODUCTION CORP.
1700 Pacific Ave.
First City Center
Dallas, Texas 75201

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30% of 25%
4. Specify interest or percent of record title interest being retained by assignor, if any	70% of 25%
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 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 7th day of November , 1984 .

TERRA RESOURCES, INC.

By: Bill Odum
(Assignor's Signature)
Bill Odum
Senior Vice President

P. O. Box 2329
(Assignor's Address)

ATTEST:
William H. Everett III, Secretary

Tulsa Oklahoma 74101
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This [redacted] be reproduced provided that copies are [redacted] productions on one sheet of both sides o[redacted]ial form in accord-

[redacted] PAR[redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 19th day of November, 1985.
TXO PRODUCTION CORP.

By: Donald Chase
(Assignee's Signature)

DONALD CHASE
SENIOR VICE-PRESIDENT

First City Center, 1700 Pacific Avenue
(Assignee's Address)

Dallas, Texas 75201
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001 makes it [illegible]

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me by Bill Odum, Senior Vice President and William H. Everett III, Secretary, this 14th day of November

Witness my hand and official seal.

My Commission Expires: 3/1/86

Virginia L. Booth
NOTARY PUBLIC, TULSA COUNTY, OKLAHOMA

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.
(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 TA-21 (Rev 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 26, 1981, from Lillian G. Tyler aka Mrs. Frank Tyler, Sr., a widow, being of Pinedale, Wyoming as Lessors, to Kenneth K. Farmer, P.O. Box 3402, Casper, WY 82602, as Lessee, recorded in Book 62, Page 110, of the clerk's Records of Sublette County, Wyoming, is owned by Kenneth K. Farmer, P.O. Box 3402, Casper, Wyoming 82602

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 110 West, 6th p.m.
Section 21: S½NE¼, E½NW¼, SW¼NW¼, NE¼SE¼
Section 22: SW¼NW¼, NW¼SW¼
Containing 320.00 acres m/l

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I, Grace E. Sulenta, a married woman dealing in her sole and separate property

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Kenneth K. Farmer subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Grace E. Sulenta FRACTIONAL INTEREST 1/4	Pinedale, Wyoming	First National Bank of Pinedale	$160.00

204327

RECORDED November 28 1984 2:00 PM
IN BOOK 73 Oil & Gas PAGE 347
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

WITNESS our hands and seals this 13th day of November, 19 84.

X Grace E Sulenta (Seal)
Grace E. Sulenta

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of November, 1984, personally appeared Grace E. Sulenta, a married woman dealing in her sole and separate property

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 6/17/86

Diane E. Neal
Notary Public
State of
Wyoming
County of
Sublette
My Commission Expires June 17, 1986

Diane E. Neal
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this ____ day of _____ 19__
by _____

Witness my hand and official seal.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

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

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

_____
Notary Public.

(SEAL)

My Commission expires _____

No. _____
FROM _____
TO _____
Dated _____, 19____
No. Acres _____
County _____
Term _____

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

_____
County Clerk.

By _____ Deputy.

When recorded return to

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

348

Copy to be filed in:
County: Sublette
State: Wyoming

ASSIGNMENT
(Undeveloped Acreage)

This Assignment is executed in multiple original counterparts on November 16, 1984, by AMERICAN QUASAR PETROLEUM CO. ("AQP"), a Texas corporation, and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO ("AQPNM"), a New Mexico corporation, and the other signatory parties (collectively called "Sellers"), all of which maintain principal offices in Fort Worth, Texas, to DUER WAGNER, JR. ("Wagner"), whose address is 2906 Texas American Bank Building, Fort Worth, Texas 76102.

1. Conveyance. For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Sellers hereby grant, convey and assign to Wagner, effective as of the Effective Time (as hereafter defined) the following (collectively called the "Assets"):

(a) The interests of Sellers described in attached Exhibit A in and to each oil and gas lease, operating agreement and other document described in attached Exhibit A (collectively called the "Leases"), including all amendments, ratifications, renewals, and extensions with respect thereto, even though not described in attached Exhibit A.

(b) All of Sellers' right, title and interest in, to and under all surface leases, easements, permits, licenses and rights-of-way to the extent the same relate to or are utilized in connection with the Leases.

204335

RECORDED Nov 30 1984 9 am M
BOOK 73 Dr L
PAGE 349
Nov 20 Lois J. Gale
SUBLETTE COUNTY CLERK

(c) All of Sellers' rights, duties and obligations in and under or arising from all contracts or instruments entered into on or before April 1, 1984, associated with, but insofar and only insofar as the same relate to, the interests described in paragraphs 1(a) and 1(b) above; provided that (i) Seller shall remain liable for those duties and obligations performable prior to the Effective Time (as defined below) and for services and goods actually furnished prior to the Effective Time, and (ii) Wagner assumes Sellers' duties and obligations only with respect to (1) those contracts and instruments which were of record on April 1, 1984; (2) those which contain obligations which will amount to an expense of $10,000 or more to Wagner, if listed in Exhibit A; and (3) those which contain obligations which will amount to an expense to Wagner of less than $10,000, if entered into by Sellers in the ordinary course of business.

2. Warranties. (a) The Assets are conveyed without warranty of title, express or implied.

(b) Sellers assign to Wagner, with full right of substitution, to the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Sellers are entitled with respect to the Assets against Sellers' predecessors in title to the Assets.

(c) SELLERS MAKE NO WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY OF THE ASSETS.

3. Public Records. References in Exhibit A to instruments on file in the public records are made for all purposes of description. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the counties or parishes in which the Assets are located and in which like documents are or in the past have been customarily recorded.

4. Recording. A copy of this Assignment with a complete copy of Exhibit A is filed in the records of Kings County, California. With the copy of this Assignment filed in counties other than Kings County, California, only those portions of Exhibit A relating to the Assets located within that county are included.

5. Habendum. To have and hold the Assets unto Wagner, his heirs and assigns, forever. The terms and provisions of this Assignment are binding upon and for the benefit of Sellers, their successors and assigns, and Wagner, his heirs and assigns.

6. Third Party Interest. The interests assigned to Wagner are subject to an obligation of Wagner to assign to Jim Finley certain interests in the Assets as provided in an unrecorded letter agreement dated October 28, 1984, between

Wagner and Jim Finley.

7. Related Parties. (a) Instruments of record in the various counties in which the Assets are situated indicate that one or more general partnerships, limited partnerships and joint ventures (collectively called the "Partnerships") may own interests in the Assets. In order to resolve any doubts with respect to the conveyance of the interests of the Partnerships in the Assets, each of them join in this Assignment to evidence their consent to the Assignment and confirm this Assignment and all of its terms and provisions, and they grant, convey and assign to Wagner, his heirs and assigns, all present and future interests of the Partnerships in all of the Assets to the extent of the interests shown in attached Exhibit A.

(b) This assignment also includes interests of AQP and AQPNM in the Partnerships insofar as the Partnerships own interests in the Assets. In executing this Assignment, AQP and AQPNM are acting in their individual capacities and where applicable, as general partners or managing general partners (or in similar capacities) of one or more of the Partnerships.

8. Effective Time. The Effective Time of this assignment as to each part of the Assets is seven o'clock a.m., local time, on April 1, 1984, in the counties where the Assets are located.

Executed on the date first above written.

AMERICAN QUASAR PETROLEUM CO.

ATTEST:

Title: Asst. Secretary

By: _____
Dick Reames,
Vice President

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

ATTEST:

Title: Asst. Secretary

By: _____
Dick Reames,
Vice President

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIPS 1975-2,
1975-3, 1976-1, 1976-2,
1976-3, 1977-1, 1977-2,
1977-3, 1978-1, 1978-2,
1978-3, 1979-1, 1979-2,
1979-3, 1980-1, 1980-2,
1980-3, 1980-4, 1981-1,
1981-2, and 1981-3

By: American Quasar
Petroleum Co., as
managing general
partner

By: _____
Dick Reames,
Vice President

U. S. QUASAR VENTURE 1974-2

By: American Quasar Petroleum
Co. of New Mexico, as
managing general partner

By: _____
Dick Reames,
Vice President

By: Canadian-American
Resources Fund Limited
Partnership 1974-2, as
non-managing general
partner

By: American Quasar
Petroleum Co.

By: _____
Dick Reames,
Vice President

AMERICAN QUASAR NEW MEXICO PARTNERSHIPS 119, 219, 221, 227, 231, and 233

By: American Quasar Petroleum Co. of New Mexico, as managing partner

By: _____
Dick Reames,
Vice President

By: Canadian American Resources Fund Limited Partnerships 1973-1, 1973-2, and 1973-3, as non-managing partner of one or more American Quasar New Mexico Limited Partnerships

By: American Quasar Petroleum Co., as managing general partner

By: _____
Dick Reames,
Vice President

CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIPS 1970-1, 1970-2, 1971-1, 1971-2, 1971-3, 1972-1, 1972-2, 1972-3, 1973-1, 1973-2, 1973-3, 1974-1, 1974-2, 1974-3, and 1975-1

By: American Quasar Petroleum Co., as managing general partner

By: _____
Dick Reames,
Vice President

U. S. QUASAR PARTNERSHIPS 1975-2, 1975-3, 1976-1, 1976-2, 1976-3, 1977-3, 1978-1, 1978-2, 1978-3, 1979-1, 1979-2, 1979-3, 1980-1, 1980-4, 1981-1, and 1981-2

By: American Quasar Petroleum Co. of New Mexico, as managing general partner

By: _____
Dick Reames,
Vice President

By: Can-Am Drilling Programs Limited Partnerships 1975-2, 1975-3, 1976-1, 1976-2, 1976-3, 1977-3, 1978-1, 1978-2, 1978-3, 1979-1, 1979-2, 1979-3, 1980-1, 1980-4, 1981-1, and 1981-2, as non-managing partner of one or more U.S. Quasar Partnerships

By: American Quasar Petroleum Co., as managing general partner

By: _____
Dick Reames,
Vice President

Acknowledgements

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

(California) On this day, before me, a Notary Public of the State of Texas, duly commissioned and sworn, personally appeared DICK REAMES, known to me to be the person who executed the within instrument on behalf of AMERICAN QUASAR PETROLEUM CO. and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and acknowledged to me that such corporations executed the same.

(Montana) On this day, before me, a Notary Public for the State of Texas, personally appeared the person named above, known to me to be the Vice President of both AMERICAN QUASAR PETROLEUM CO. and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and acknowledged that such corporations executed the same.

(Oklahoma) Before me, a Notary Public for the State of Texas, on this day personally appeared the person named above, to me known to be the identical person who subscribed the name of AMERICAN QUASAR PETROLEUM CO. and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO to the foregoing instrument as the Vice President of each 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 the corporations for the uses and purposes therein set forth.

(Utah) On this day personally appeared before me the person named above, who, being by me duly sworn, did say that he is the Vice President of both AMERICAN QUASAR PETROLEUM CO. and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO and that this instrument was signed on behalf of the corporation by authority of its by-laws (or by resolution of its board of directors, as the case may be), and acknowledged to me that the corporation executed the same.

(Wyoming) The foregoing instrument was acknowledged before me on this day by the person named above, as Vice President of AMERICAN QUASAR PETROLEUM CO. and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO.

Witness my hand and official seal this 16th day of November, 1984.

NOTARY PUBLIC

Notary Public, State of Texas

PHYLLIS POPPLEWELL
(Type or print name)

My Commission Expires:
3/8/85

EXHIBIT A
TO ASSIGNMENT FROM
AMERICAN QUASAR PETROLEUM
CO., ET AL, TO DUER WAGNER, JR.

This Exhibit A contains the descriptions of the Leases referred to in the Assignment to which it is attached. Beside each lease described in Exhibit A are three columns, the headings of which are "WORKING INTEREST", "ROYALTY INTEREST", and "ORRI". Where the interest in a lease being assigned by Assignors is a working interest, this interest will be shown under the "WORKING INTEREST" column and will be subject to the burdens shown under the "ROYALTY INTEREST" column and the "ORRI" column. Where the interest in a lease being assigned by Assignors is an overriding royalty interest, no interest is shown under the "WORKING INTEREST" column and the interest assigned is all of Assignor's right, title and interest in the lease described.

LAE125L1
SELECT OPTION # 12

EXHIBIT A
SCHEDULE OF

COMPANY 001 AMERICAN QUASAR PET. CO NM
ALL BLOCKS BLOCK NUMBER SEQUENCE
BLOCK NUMBER WY027 MERNA WY027
DISTRICT NUMBER 003 DENVER

LEASE NUMBER	LESSOR	BLOCK	LESSEE	STATE/COUNTY	LSE DTE RECORDED	EXPIRE DTE	GROSS ACRES	NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0270001	USA W-31560		B J BRADSHAW		11/01/71	11/03/1984					
TRACT 01		MERNA WY027		WY SUBLETTE							
TRACT-STATUS: UR		OPERATOR-STATUS: P					1360.000	1360.000		.12500000	.06250000
							DEPTH A	CO-NET	80.636	.05929111	
DESCRIPTION	T36N R112W										
	SEC 15: SW & W2SE										
	SEC 22: E2, NW, & E2SW										
	SEC 23: S2NW & SW										
	SEC 26: N2										
WY0270022	USA W-78701		MRS JEAN R MCCLINTOCK		02/01/52	03/24/1984					
TRACT 01		MERNA WY027		WY SUBLETTE	N/A						
TRACT-STATUS: HP		OPERATOR-STATUS: P					360.000	360.000		.12500000	.03500000
							DEPTH A	CO-NET	10.961	.03044700	
DESCRIPTION	T36N R112W, 6TH-PM										
	SEC 20: SWSE										
	SEC 21: S2N2										
	SEC 29: W2E2										

357

[redacted] WY-650 F[redacted] 30-1

3106-14
mber 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

204354

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

Lease Serial No.
W-64985

Lease effective date

PART I

ssignee's Name
CORE EXPLORATION 1982-DEV, L.P. BIRD CANYON DEVELOPMENT-1982, L.P.
52.500%) **(28.60%)

ddress (include zip code)
6 Inverness Drive East
glewood, Colorado 80112

RECORDED May 30 1984 2:00 P.M.
IN BOOK 73 O&G PAGE 358
FEES 6.25 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK

undersigned, as owner of 100% 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 the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

wnship 27 North, Range 112 West, 6th P.M.
ction 1: SW/4
blette County, Wyoming

MITED IN DEPTH from the surface of the earth to the stratigraphic equivalent of the total
pth in the Walstrom Federal 30-1 Well located in the SW/4 of Section 1, T27N-R112W, 6th P.M.,
blette County, Wyoming.

HIS ASSIGNMENT is being made expressly subject to that certain Assignment of Operating Rights
ted March 26,1984 from Presidio Exploration, Inc. to Energetics Operating Company, effective
etween the parties as of December 1, 1983.

THE INTEREST HEREIN ASSIGNED to Encore Exploration 1982-DEV, L.P. is the same interest assigned
nder Assignment and Agreement dated November 23, 1982 from Energetics Operating Company to
ncore Exploration 1982-DEV, L.P., recorded at Book 70 O&G, Page 403 of the records of Sublette
ounty, Wyoming insofar and only insofar as said Assignment and Agreement covers that certain
ontract No. WY-650-1 dated May 4, 1982.

*THE INTEREST HEREIN ASSIGNED to Bird Canyon Development-1982, L.P. is the same interest assigned
nder Assignment and Agreement dated November 23, 1982 from Energetics Operating Company to
ird Canyon Development-1982, L.P., recorded at Book 70 O&G, Page 398 of the records of Sublette
ounty, Wyoming, insofar and only insofar as said Assignment and Agreement covers that certain
Contract No. WY-650-1 dated May 4, 1982.

. Specify interest or percent of operating rights being conveyed to assignee	81.1%
. Specify interest or percent of operating rights being retained by assignor	18.9%
. Specify overriding royalty interest being reserved by assignor	NONE
. Specify overriding royalty previously reserved or conveyed, if any	7.50%

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

t is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 1st day of August , 19 84 , effective as of December 1, 1983.

ENERGETICS OPERATING COMPANY

BY: Joseph C. Mencin
(Assignor's Signature)

Joseph C. Mencin
Agent and 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: [illegible] this official form. [illegible]

PART II

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

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

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

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

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

Executed this day of , 19 .

ENCORE EXPLORATION 1982-DEV, L.P.
BY: EPI-I, INC., Operating Genreal Partner
BY: J. Thomas Reagan
(Assignee's Signature)
J. Thomas Reagan, President

ATTEST: Lou Switzer
By: Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignee's Address)

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.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of August, 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:
August 18, 1988

Notary Public

Residing at: My Commission Expires Aug. 7, 1988
6938 East Easter Place
Englewood, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of August, 1984, by J. Thomas Reagan, President of EPI-I, Inc., as General Partner of Encore Exploration 1982-DEV, L.P.

Witness my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Notary Public

Residing at: 116 Inverness Dr. E
Englewood CO 80112

[redacted] Ontari[redacted]

m 3106–14
ptember 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 204355

Lease Serial No.
W-64985

Lease effective date
October 1, 1978

PART I

RECORDED
[illegible] YORK
[illegible] 625

Nov 30 1984 2:00 P.M.
73 Or A PAGE 360
Sublette COUNTY CLERK
COUNTY CLERK

Assignee's Name
NCORE EXPLORATION 1982 - DEV, L.P. *(26.25%)
IRD CANYON DEVELOPMENT - 1982, L.P. **(14.30%)

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

he undersigned, as owner of 50 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 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.
Section 2: Lot 8, NE¼SW¼, S½NW¼, SE¼
Section 12: N½NW¼
Sublette County, Wyoming

LIMITED IN DEPTH from the surface of the earth to the stratigraphic equivalent of the total depth of the Walstrom Federal 30-1 well, located in the SW¼ of Section 1, T27N-R111W, Sublette County, Wyoming.

THIS ASSIGNMENT is being made expressly subject to that certain Assignment of Operating Rights dated March 26, 1984 from Presidio Exploration, Inc. to Energetics Operating Company, effective between the parties as of December 1, 1983.

*THE INTEREST HEREIN ASSIGNED to Encore Exploration 1982 - Dev, L.P. is the same interest assigned under Assignment and Agreement dated November 23, 1982 from Energetics Operating Company to Encore Exploration 1982 - Dev, L.P., recorded at Book 70 O&G, Page 403 of the records of Sublette County, Wyoming, insofar and only insofar as said Assignment and Agreement covers that certain Contract No. WY-650-1 dated May 4, 1982.

**THE INTEREST HEREIN ASSIGNED to Bird Canyon Development - 1982, L.P. is the same interest assigned under Assignment and Agreement dated November 23, 1982 from Enregetics Operating Company to Bird Canyon Development - 1982, L.P., recorded at Book 70 O&G, Page 398 of the records of Sublette County, Wyoming, insofar and only insofar as said Assignment and Agreement covers that certain Contract No. WY-650-1 dated May 4, 1982.

3. Specify interest or percent of operating rights being conveyed to assignee	40.55%
4. Specify interest or percent of operating rights being retained by assignor	9.45%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4.75%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 27th day of August, 19 84.

ENERGETICS OPERATING COMPANY

Joseph C. Mencin
(Assignor's Signature)

Joseph C. Mencin, Agent and Attorney-in-Fact

116 Inverness Drive East
(Assignor's Address)

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, 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: The [illegible] that copies are exact reproductions on one sheet of both sides of this official form. [illegible]

360

533

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

ENCORE EXPLORATION 1982 - DEV, L.P.
BY: EPI-I, INC., a Delaware corporation, Operating General Partner

(Assignee's Signature)

J. Thomas Reagan, President

ATTEST:

By: Lou Switzer, Assistant Secretary

116 Inverness Drive East
(Assignee's Address)

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

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of August, 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:
Aug. 7, 1988

Notary Public

Residing at: My Commission Expires Aug. 7, 1988
~~6939 East Easter Place~~
Englewood, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of August, 1984, by J. Thomas Reagan, President of EPI-I, Inc., as General Partner of Encore Exploration 1982-DEV, L.P.

Witness my hand and official seal.

My commission expires:
My Commission expires December 4, 1985

Notary Public

Residing at: 116 Shorewood Dr. E
Englewood, CO 80112

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-7573-A

Lease effective date
Sept. 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
TXO PRODUCTION CORP.

Address *(include zip code)*
First City Center, 1700 Pacific Ave., Dallas, TX 75201

The undersigned, as owner of Tr. I-25 Tr. II-12.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 28 North, Range 109 West, 6th P.M.

Section 20: All (Tract I)
Section 22: All (Tract II)

204356

Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED November 30 1984 2:00 P M
IN BOOK 73 Oxa PAGE 362
FEES $6.00 Lang Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

Return to:
TXO PRODUCTION CORP.
1700 Pacific Ave.
First City Center
Dallas, Texas 75201

	Tr. I	Tr. II
3. Specify interest or percent of assignor's record title interest being conveyed to assignee	30% of 25%	30% of 12.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	70% of 25%	70% of 12.5%
5. Specify overriding royalty being reserved by assignor	NONE	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%	8.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 13th day of November, 1984.
TERRA RESOURCES, INC.

By: Bill Odum (Assignor's Signature)
Bill Odum,
Senior Vice President
ATTEST: William H. Everett III
William H. Everett III, Secretary

P. O. Box 2329
(Assignor's Address)
Tulsa Oklahoma 74101
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ 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

510402-000 2123 A83 362

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 27th day of November, 1984.
TXO PRODUCTION CORP.

By: Donald Chase
(Assignee's Signature)

DONALD CHASE
SENIOR VICE-PRESIDENT

First City Center, 1700 Pacific Avenue
(Assignee's Address)

Dallas, Texas 75201
(City) (State) (Zip Code)

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

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

This instrument was acknowledged before me by Bill Odum, Senior Vice President and William H. Everett III, Secretary, this 20th day of November, 1984.

Witness my hand and official seal.

My Commission Expires: 3/1/86

Virginia L. Loach
NOTARY PUBLIC, TULSA COUNTY, OKLAHOMA

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.

Champlin Pe[redacted] Company
P. O. Box 1257
Englewood, CO 80150
Attn: Lease Records

64

(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

PARTIAL

Lease Serial No.
W-60566

Lease effective date
October 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.
W60566A

PART I

1. Assignee's Name

Champlin Petroleum Company

Address (include zip code)
P. O. Box 1257
Englewood, CO 80150

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 36 North, Range 110 West, 6th P.M. Section 2: Lots 1,2,3, SE¼NW¼ Sublette County, Wyoming (containing 98.24 acres, more or less)	SAME LAND DESCRIPTION AS ITEM 2

204357

RECORDED November 30 19 84 2:00 P M
IN BOOK 73 Oil & Gas PAGE 364
Sue Lowry Yake COUNTY CLERK
by Dorothy McGinnis

RIDER

This assignment is specifically subject to the terms and conditions of that certain previous assignment of this lease dated January 9, 1979 by and between Rita Short, Assignor, and Chevron U.S.A. Inc., Assignee. Champlin hereby agrees to assume all of Chevron's obligations under said assignment, including, but not limited to, Chevron's obligation to notify the prior assignor of Chevron's intent to surrender said lease, and to offer reassignment of same prior to surrendering said lease.

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	2.5%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this 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.
(see attached rider)

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

Executed this 28 th day of December, 1983

Chevron U.S.A. Inc.
By: [signature] (Assignor's Signature)
Assistant Secretary

P.O. Box 599 (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, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 01 1984

By [signature] (Authorized Officer)
for ACTING Chief, Oil & Gas Section (Title)

SEP 24 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 [illegible] 43 CFR 3106

WY2564 364

FOR ASSIGNEE

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 24th day of January, 1984

Champlin Petroleum Company
By: _____ P.O. Box 1257
(Assignee's Signature) (Assignee's Address)
Attorney-In-Fact

Englewood, CO 80150
(City) (State) (Zip Code)

A COPY OF POWER OF ATTORNEY AUTHORIZING EXECUTION OF INSTRUMENTS OF THIS NATURE IS FILED IN W-6800 AND SUCH AUTHORITY IS STILL IN EFFECT

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

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 28th day of December, 1983

My commission expires:
My commission expires Jan. 8, 1987.

Notary Public

My Business Address is:
700 S. Colo. Blvd.
Denver, CO 80222

CW 741-1(D 6/7)

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

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
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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.

PRODUCERS 88-CS

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 1st day of November 19 84

by and between Dale Jensen and Myrtle Jensen, individually and as husband and wife and Kevin Jensen and Holly Jensen, individually and as husband and wife
Box 174
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ($10.00 ++) ** TEN AND MORE ** DOLLARS

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

Township 37 North, Range 110 West, 6th p.m.
Section 11: NE¼SE¼, and all that portion of the SE¼SE¼ lying North and West of the centerline of the Green River.
Section 12: SW¼NW¼, and all that portion of the NW¼SW¼ lying North and West of the centerline of the Green River.

204416.
RECORDED Dec 7 1984 at 4:00 PM
IN BOOK 73 Oil PAGE 366
FEES 6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Shire

and containing 155.00 acres, more or less.

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

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one-eighth~~ 16% N.P.R. part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell ~~one-eighth~~ 16% N.P.R. royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor ~~one-eighth (1/8)~~ 16% N.P.R. of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor ~~one-eighth (1/8)~~ 16% N.P.R. of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 1st day of November, 19 85, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the FIRST WYOMING BANK, N.A. BIG PINEY Bank at BIG PINEY, WYOMING 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ~~~~ DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

X Dale Jensen
Dale Jensen

X Myrtle Jensen
Myrtle Jensen

X Kevin Jensen
Kevin Jensen

X Holly Jensen
Holly Jensen

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26 day of November 19 84, personally appeared Dale Jensen and Myrtle Jensen, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 December 1, 1985

Betty J. Hobgood
Notary Public

STATE OF Sublette
COUNTY OF Wyoming } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26 day of November 19 84, personally appeared Kevin Jensen and Holly Jensen, individually and as husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 December 1, 1985

Betty J. Hobgood
Notary Public

STATE OF
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of
19 , personally appeared
and , to me known to be the identical person , described in and who executed the within and foregoing
instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set
forth.

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

My Commission Expires

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated 19 Section Township Range

County No. of acres Term

STATE OF
COUNTY OF } SS.

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

County Clerk — Register of Deeds

When recorded return to:

By
Deputy

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-64985

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Sam Burk, Jr.
5001 South Clinton St., Englewood, Colorado 80111

....., 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
SAGA Exploration, Inc.	909 17th St., Suite 535 Denver, CO 80202	0.25% of 8/8ths

APR 29 1982

204450

RECORDED December 10 19 84 2:30 P M
IN BOOK 23 Or T PAGE 368
FEES $6.00 Lois J. Yoh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

RECEIVED
APR 29 1982
Bureau of
Land Management
Land Office
Cheyenne, Wyo.

Being in all a total of an undivided one quarter of one percent of eight-eighths
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T27N, R112W, 6th Prin. Mer., WY

Section 1: SW/4.
Section 2: Lot 8; NE/4SW/4; S/2SW/4; SE/4.
Section 12: N/2NW/4.

Containing 558.35 acres, more or less.

WITNESS our hands this 16th day of April, 1982

Witnesses:

.....

.....

Sam Burk, Jr.

STATE OF Colorado
} ss.
COUNTY OF Denver

On the 16th day of April, 1982, before me personally appeared Sam Burk, Jr.
the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
12-11-85

Notary Public
Residing in Denver, CO

368

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent(s) that:

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

2. The interests, direct and indirect, of each of the undersigned, 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.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 3103.3-6.

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

Witness:

Assignee:

SAGA Exploration, Inc.

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

Gary Bond, Vice-President

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

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

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

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

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

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

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

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

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

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

Billings Blue Print
Billings, Montana

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated October 25, 1984, from Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife, as Lessors, to Kenneth K. Farmer, as Lessee, recorded in Book _____, Page _____, of the County Records of Sublette County, Wyoming, is owned by Kenneth K. Farmer, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 37 North, Range 110 West, 6th P.M.
Section 13: NW¼SE¼, S½SE¼
Containing 120.00 acres, more or less

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Kenneth K. Farmer subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife Undivided 50% Interest	Rock Springs National Bank Rock Springs, Wyoming	$60.00

204077

RECORDED
INDEXED
COMPARED

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

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

WITNESS our hands and seals this 25th day of October, 1984.

WITNESSES:

Carol V. Krieg

Carol V. Krieg

X Abner L. Hecox (SEAL)
Abner L. Hecox

(SEAL)

X Emma Lee Hecox (SEAL)
Emma Lee Hecox

(SEAL)

(SEAL)

204470

RECORDED December 12 1984 2:30 P.M.
IN BOOK 73 Oil & Gas PAGE 370
FEES $6.00 Doris J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

INDIVIDUAL ACKNOWLEDGMENT

I, Carol V. Krcil, a Notary Public in and for said County and State, do hereby certify that Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife, to me personally known, and known to me to be the same person s described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 25th day of October, 19 84.

My Commission Expires: 7-20-85

Carol V. Krcil
Notary Public in and for said County and State,
residing at Sublette, Wyoming

STATE OF _____)
) SS.
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person ___described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that ___he___executed and delivered the same as _____free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this _____ day of _____, 19___.

My Commission Expires: _____

Notary Public in and for said County and State,
residing at _____

RATIFICATION
AND RENTAL DIVISION ORDER

From

To

When recorded, return to

STATE OF _____)
) SS.
COUNTY OF _____)

CORPORATE ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person who executed the foregoing instrument as _____ President of _____, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the _____ President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this _____ day of _____, 19___.

My Commission Expires: _____

Notary Public in and for said County and State,
residing at _____

[redacted] [redacted] [redacted] 10/84 CB

BLANKET RELEASE OF OIL AND GAS LEASES

GKF: 8-34049-02

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 10th day of October, 19 84.

204471

GULF OIL CORPORATION

By W. R. WIMBISH Attorney in Fact

RECORDED December 12 1984 3:00 PM
IN BOOK 73 Oil PAGE 372
FEES $6.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shuri

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF WYOMING } SS. WYOMING
COUNTY OF NATRONA

On this 7th day of December, 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.

J. L GROOM
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 10, 1987

J. L. Groom
Notary Public

My commission expires June 10, 1987

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_____

372

373

SUBLETTE County, State of WYOMING

Description

Lease No. 8-34049-02
Date 9-17-74
Lessor Alfred G. Ditton, et ux
Lessee Gulf Oil Corporation
Recorded — Book 51 OG Page 165-166

T - 32N - R108W, 6th P.M.
Sec. 14: W/2W/2, but and except for:
A tract and parcel of land bounded by the following traverse, the initial point whereof is the southeast corner of the southwest 1/4 of the southwest 1/4 of Section 14; Township 32 North; Range 108 West of the Sixth Principal Meridian, and from said initial point running thence due north a distance of 700 feet to a point, and thence running due west a distance of 301 feet to a point, thence running due south 700 feet to a point on the south line of said Section 14; thence running due east along the said south line of such Section 14 to the Point of Beginning.

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No. 8-34049-03
Date 9-17-74
Lessor William D. Thomas, et ux
Lessee Gulf Oil Corporation
Recorded — Book 51 OG Page 211

T - 32N - R108W, 6th P.M.
Sec. 14: W/2W/2, but and except for:
A tract and parcel of land bounded by the following traverse, the initial point whereof is the southeast corner of the southwest 1/4 of the southwest 1/4 of Section 14; Township 32 North, Range 108 West of the Sixth Principal Meridian, and from said initial point running thence due north a distance of 700 feet to a point, and thence running due west a distance of 301 feet to a point, thence running due south 700 feet to a point on the south line of said Section 14; thence running due east along the said south line of such Section 14 to the Point of Beginning.

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No. 8-36900-00
Date 9-12-74
Lessor W. L. Bain aka Butch Bain, et ux
Lessee Gulf Oil Corporation
Recorded — Book 51 O&G Page 127

T - 35N - R112W
Sec. 7: SE/4NE/4
Sec. 8: N/2SW/4, SW/4NE/4, N/2SE/4, SE/4SE/4
Sec. 9: W/2SW/4, SE/4SW/4

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

BLANKET RELEASE OF OIL AND GAS LEASES

GKF: 8-33675-03

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 2nd day of July, 1984.

204472

GULF OIL CORPORATION

By W. R. WIMBISH Attorney in Fact

RECORDED December 12 1984 at 3:40 P.M.
BOOK 73 Misc PAGE 374
FEES $8.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Steiner

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF WYOMING }
COUNTY OF NATRONA } SS.

On this 7th day of December, 1984, 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.

J. L GROOM
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 10, 1987

J. L. Groom
Notary Public

My commission expires June 10, 1987

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS.

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 above written.

_____
Notary Public

My commission expires_____

ACKNOWLEDGEMENT — ATTORNEY IN FACT

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS.

Arkansas

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_____

375

SUBLETTE County, State of WYOMING

Lease No. 8-33675-03
Date 4-10-79
Lessor Clifford Russell Daniels, et ux
Lessee Gulf Oil Corporation
Recorded — Book 57 Page 381

Description

T-30N - R114W, 6th P.M.
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. 8-34985-00
Date 5-3-74
Lessor Gene Harmon Pfisterer, et ux
Lessee Gulf Oil Corporation
Recorded — Book 50 OG Page 602

T-37N - R113W 6th P.M.
Sec. 12: SE/4 SW/4, SW/4 SE/4
Sec. 13: N/2 NE/4
Sec. 25: NE/4 NE/4

T-37N - R112W
Sec. 18: Lots 1,2, SE/4 NW/4, SW/4 NE/4
Sec. 30: Lots 1,2, NE/4 NW/4

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Lease No. 8-35395-00
Date 5-3-74
Lessor Jake Pfisterer aka John Jake Pfisterer, et ux
Lessee Gulf Oil Corporation
Recorded — Book 50 OG Page 647

T-37N - R113W, 6th P.M.
Sec. 10: NW/4 NE/4, S/2 NE/4, NE/4 SE/4
Sec. 11: S/2
Sec. 12: SW/4 SW/4
Sec. 13: N/2 NW/4
Sec. 14: N/2 NE/4, SW/4 NE/4, W/2 SE/4 NE/4, NE/4 NW/4, W/2 NE/4 SE/4
Sec. 35: S/2 NE/4, SE/4 NW/4, NE/4 SW/4

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

Lease No.
Date
Lessor
Lessee
Recorded — Book Page

Return To
Gulf Oil Exploration and Production Co.
P.O. Box 2619, Casper, Wyoming 82602

[redacted] [redacted] [redacted]

8. Whenever as [redacted] any cause beyond Lessee's control (such as [redacted] storm, or other Act of God, governmental la[redacted] regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

520-38-8704
Social Security or Tax Number

LESSOR SIGN HERE

Ronald W. Ball
Ronald W. Ball

Delores Joan Ball
Dèlores Joan Ball

Luella Ball Nordlie
Luella Ball Nordlie

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SUBLETTE ss.

On this 30th day of November in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by RONALD W. BALL, DELORES JOAN BALL, and LUELLA BALL NORDLIE who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

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

My commission expires 2-1-85 Notary Public residing at Big Piney, Wy

STATE OF
COUNTY OF ss.

On this day of in the year , the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by who personally appeared before me and known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the purpose and consideration therein expressed.

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

My commission expires Notary Public residing at

NO. 204488

STATE OF Wyoming
COUNTY OF Sublette ss.

This instrument was filed for record on the 13th day of December, 1984 at 3 o'clock, P M., and duly recorded in Book 73, Page 376, of the records of this office.

Lou J. Yake
County Clerk – Register of Deeds

By Dorothy McClure
Deputy

$ 7.00

Return to

376

577

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

77022-5

THIS AGREEMENT, made and entered into as of the 22nd day of October, 19 84, by and between RONALD W. BALL and DELORES JOAN BALL, husband and wife, and LUELLA BALL NORDLIE, a widow, AA Ranch, Big Piney, WY 83115

, hereinafter called "Lessor" (whether one or more) and CHEVRON U.S.A. INC., P.O. Box 599, Denver, CO 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More ---------- DOLLARS ($10.00 & More), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon or not, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 32 North, Range 113 West, 6th PM
Section 11: N½S½
Section 12: N½S½, Lots 1 (43.36 acs), 2 (44.15 acs)

Township 33 North, Range 113 West, 6th PM
Section 25: S½NE¼, SE¼, E½SW¼

Township 32 North, Range 112 West, 6th PM
Section 7: W½SE¼, NW¼SW¼, SE¼SE¼, Lot 4 (23.67 acs Lot 5 (21.75 acs)
Section 8: SW¼SW¼

Township 33 North, Range 112 West, 6th PM
Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 30: Lots 2 (39.89 acs), 3 (39.93 acs), 4 (39.98 acs), SE¼NW¼, E½SW¼, E½
Section 31: Lots 1 (40 acs), 2 (40 acs), 3 (40 acs) E½NW¼, NE¼SW¼, NE¼, N½SE¼
Section 32: N½NW¼, NW¼NE¼

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 2,492.73 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~ten~~ five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in FIRST Wyoming Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of Two Thousand One Hundred Sixty-Six and 27/100ths --- DOLLARS ($2,166.27), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportage.

PRODUCER'S 88 CW 503 (Q 10/4)

OIL AND GAS LEASE

9918-5

THIS AGREEMENT, made and entered into as of the 18th day of October, 1984, by and between James A. Greenwood Jr. and Tharon Lee Mickelson Greenwood, husband and wife, and Jill Greewood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-In-Fact Big Piney, Wyoming 83113, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($ 10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, [redacted] and to construct tanks, pump and power stations, power and communication lines, [redacted] and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 20: S½SE¼
Section 21: S½S½, N½SE¼, NE¼SW¼
Section 22: W½SW¼
Section 27: SW¼, W½SE¼, SE¼SE¼, W½NW¼
Section 28: E½
Section 33: N½NE¼
Section 34: NW¼NE¼

204489

Filed for record the 13 day of December 1984 3:04
Book 73 Misc. Page 378
Fee $9.00 Lena Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClellan

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,240.00 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five (~~xx~~) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, [redacted]* (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of [redacted]* (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be [redacted]* of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental for any year which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

*15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand Two Hundred Forty and 0/100 ---------- DOLLARS ($ 1,240.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to [redacted] the lands and any improvements thereon. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, inability to secure materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 60 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if a governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit, or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee. SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

James A. Greenwood Jr

James A. Greenwood Jr.

Tharon Lee Nickelson Greenwood

Tharon Lee Nickelson Greenwood

Jill Greenwood Palm, Celeste Greenwood Gott, Elizabeth Greenwood, and James Avery Greenwood

By: James A. Greenwood Jr

James A. Greenwood Jr., their Attorney-In-Fact

536-18-4288
Social Security or Tax Number

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 15th day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by James A. Greenwood Jr. and Tharon Lee Nickelson Greenwood who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

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

My commission expires 2-1-85 Notary Public residing at Big Piney, Wy

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 16 day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by James A. Greenwood Jr., Attorney-In-Fact who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

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

My commission expires 2-1-85 Notary Public residing at Big Piney, Wy

STATE OF _____ NO. _____
COUNTY OF _____ ss.

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

County Clerk — Register of Deeds

By _____
Deputy

Return to _____

99018-5

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
James A. Greenwood Jr., Tharon Lee Mickelson * , LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

* Greenwood, husband and wife, and Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-In-Fact

LESSOR:

James A. Greenwood Jr.
James A. Greenwood Jr.

Tharon Lee Mickelson Greenwood
Tharon Lee Mickelson Greenwood

James A. Greenwood Jr. Attorney in fact
Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-In-Fact

381

PRODUCERS 88 CW 503 (D 10/4)

OIL AND GAS LEASE

T 7017-5

THIS AGREEMENT, made and entered into as of the 22nd day of October, 19 84, by and between Ronald Max Jones and Jesslee Lewis, as Attorneys-in-Fact for the Lewis Heirs listed on the attached Exhibit "A"

1440 Indian Hills Road, Council Bluffs, Iowa 51501, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P.O. Box 599, Denver, CO 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More----------DOLLARS ($10.00 & More), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 31 North, Range 113 West, 6th PM
Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: S½N½, N½NW¼, NW¼NE¼, NE¼SW¼, NW¼SE¼

204490

December 13 1984 3:00 PM
Book 73 Oil & Gas PAGE 381
$8.00 Lacy J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mathews

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 640.00 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~ten~~ five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in THE CITY NATIONAL BANK, Bank at SHENANDOAH, IOWA 51601 or any successor, herein called "depository bank," the sum of Three Hundred Twenty and no/100ths----------DOLLARS ($ 320.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a [redacted]y cause beyond Lessee's control (such as fir[redacted]orm, or other Act of God, governmental law, [redacted]gulation, lab[illegible] disputes, war, or inab[illegible]ure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

Ronald Max Jones

Ronald Max Jones, as Attorney-in-Fact for the Lewis Heirs listed on the attached Exhibit "A"

484-36-7967
Social Security or Tax Number

Jesslee Lewis

Jesslee Lewis, as Attorney-in-Fact for the Lewis Heirs listed on the attached Exhibit "A"

483-10-6949

ACKNOWLEDGMENTS

STATE OF IOWA
COUNTY OF POTTAWATTAMIE ss.

On this 27th day of OCTOBER in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Ronald Max Jones, Attorney-in-Fact for the Lewis Heirs who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

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

MERLE L. JOHNSON
8-12-85

My commission expires

Merle L. Johnson
Notary Public

MERLE L. JOHNSON
105 FRANKLIN AVENUE
COUNCIL BLUFFS, IOWA 51501
residing at

STATE OF IOWA
COUNTY OF POTTAWATTAMIE ss.

On this 27th day of OCTOBER in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Jesslee Lewis, Attorney-in-Fact for the Lewis Heirs who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

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

MERLE L. JOHNSON
8-12-85

My commission expires

Merle L. Johnson
Notary Public

MERLE L. JOHNSON
105 FRANKLIN AVENUE
COUNCIL BLUFFS, IOWA 51501
residing at

STATE OF _____ NO. _____
COUNTY OF _____ ss.

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

_____
County Clerk – Register of Deeds

By _____
Deputy

Return to _____

352

383

99019-5

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated October 22, 1984, by and between RONALD MAX JONES and JESSLEE LEWIS, as Attorneys-in-Fact for the Lewis Heirs and CHEVRON U.S.A. INC.

The Lewis Heirs

Flossie L. Bolen
Box 212
Clarkes, Nebraska 68628

Robert Burham
303 Elliott
Stanton, Iowa 51573

George Burham
~~Route 4, Box~~ 386 12524 J. RINDEN RD
Burleson, Texas 76028

Mrs. Wendell (Norma) Goudie
Box 271
Boulder City, Nevada 89005

Joan Torrance
~~R.R. 1~~ 1717 NO MAIN
OSE HILL ~~Borden~~, Kansas ~~67109~~ 67133

Mrs. Eula McFarland
2639 South Sycamore
Wichita, Kansas 67216

Ilean Gillis and Frank Gillis
13301 West 94th St.
Lenexa, Kansas 66215

Genevieve Hunter and Richard M. Hunter
333 Old Mill Road, #215 Trailer Court
Santa Barbara, California 93110

Mildred M. Hayden and Allen A. Hayden
15861 Kingside Drive
Covina, California 91722

Charles W. Lewis and Wanda Lewis
~~6308 North 46th Avenue~~ 5936 MCKINLEY
Omaha, Nebraska ~~68104~~ ~~68112~~
68152

Donald B. Lewis ~~and Dorothy A. Lewis~~
~~6318 North~~ 33rd 3837 EDA ST.
Omaha, Nebraska ~~68111~~ 68112

Jesslee Lewis and Audry Lewis
1307 W. Thomas
Shenandoah, Iowa 51601

June Opal Uhde
114 Anson Street
Marshalltown, Iowa 50158

X ~~Ester Pauline Stanley~~
~~811 6th Ave.~~
~~Shenandoah, Iowa~~ 51601 DECEASED

Helen Stanley Morelock and Eldon Morelock
~~6622 Tauromes~~ RR I
~~Kansas City, Kansas~~ 66100
MC LOUTH, KANSAS 66054

Verner Lewis and Christine Lewis
~~Blair, Nebraska 68008~~ RR I Box 406A
NORTH PLATTE, NE. 69101

Leroy Lewis and Louise Lewis
405 Tyson Street
Glenwood, Iowa 51534

Arline Alley and Sherman Alley
2540 S. E. Clay
Portland, Oregon 97200 or 97214

Clark M. Lewis and Francis Lewis
Box 47
Tidewater, Oregon 97390

Julia Schench
Rural Route
Clarinda, Iowa 51632

HEIRS OF DECEASED ESTER PAULINE STANLEY

JERRY CLARK STANLEY
9647 WEST OHIO AVE
LAKEWOOD, COLORADO 80226

CAROL A. JONES
1440 INDIAN HILLS RD.
COUNCIL BLUFFS, IOWA
51501

[redacted] [redacted] [redacted] 1744-5

PRODUCERS 88 CW-503 (D 10/71)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 24th day of October, 1984, by and between

Karl M. Johnson, Inc.
Box 7
Jackson, WY 83001, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P.O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More DOLLARS ($ 10.00 & more) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

204491

Township 36 North, Range 114 West, 6th P.M.
Section 2: W½SW¼, NE¼SW¼, NW¼SE¼
Section 3: S½SE¼
Section 9: N½SE¼, SE¼NE¼
Section 10: SW¼NW¼, NE¼NW¼, NW¼NE¼

RECORDED December 13 1984 3:40 P M
IN BOOK 73 Ops PAGE 384
FEES 6.00 Karen York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Deralee M Kline

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 480.00 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~XXX~~ five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in _____ First Wyoming Bank at Jackson, Wyo. 83001 or any successor, herein called "depository bank," the sum of Two Hundred Forty and 00/100 DOLLARS ($ 240.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE
KARL M. JOHNSON, INC.

By: _____
Karl M. Johnson, President

SY 83-0199720
Social Security or Tax Number

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Teton ss.

On this 1st day of November in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Karl M. Johnson, as President of Karl M. Johnson, Inc.
who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

KAREN D. MILLER NOTARY PUBLIC Teton County State of Wyoming Commission expires July 18, 1988.

My commission expires 7/18/88 _____ Notary Public _____ residing at Jackson, Wy.

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____ in the year _____, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____
who personally appeared before me and _____ known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ _____ Notary Public _____ residing at

STATE OF _____ NO. _____
COUNTY OF _____ ss.

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

_____
County Clerk — Register of Deeds

By _____
Deputy

Return to _____

PRODUCERS 88-CS [redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2nd day of April 19 86

by and between Christian F. Murer, George J. Kirn, and Robert W. Lavington
1645 Court Place, Suite 201
Denver, Colorado 80202

Party of the first part, hereinafter called lessor (whether one or more) and

Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

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

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

Township 36 North, Range 110 West, 6th P.M.
Section 5: Lot 2 (27.08), Lot 3 (27.38), Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼
Section 6: SE¼NE¼, E½SE¼
Section 18: Lot 3 (31.87), Lot 4 (32.00), E½SW¼

Township 37 North, Range 110 West, 6th P.M.
Section 35: S½NE¼, N½SE¼, SW¼SE¼

RECORDED December 14 1984 1:00 P M
IN BOOK 73 Or & PAGE 386
FEES 6.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

204513

786.00

and containing acres, more or less.

It is agreed that this lease shall remain in force for a term of three (3) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns

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

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal ~~one-eighth~~ 15% part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell ~~one-eighth~~ 15% royalty and pay lessor the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks

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

Third. To pay lessor ~~one-eighth~~ [redacted]% of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 2nd day of April 19 87, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Metrobank Bank at Denver, Colorado 80217 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ****Seven hundred eighty-six and no/100***** DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

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

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

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby ~~warrants and~~ agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

x Robert W. Lavington

x Christian F. Murer

x George J. Kirn

STATE OF Colorado
COUNTY OF Denver } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of December, 19 84, personally appeared Christian F. Murer, George J. Kirn, and xx Robert W. Lavington, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

-o-o-o-

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

My Commission Expires: May 22, 1987

Mary Kay Chamberlain
Notary Public

STATE OF Colorado
COUNTY OF Denver } SS.

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

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

..... , 19 ..... , personally appeared .....

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

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

My Commission Expires .....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

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

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

..... , 19 ..... , personally appeared .....

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

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

My Commission Expires .....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

..... , to me personally known, who, being by me duly sworn, did say that he is .....

President of ..... , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said .....

..... acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM _____ TO _____

Dated _____ 19 ____ Section _____ Township _____ Range _____

_____ County _____ No. of acres _____ Term _____

STATE OF .....
COUNTY OF ..... } SS.

This instrument was filed for record on the _____ day of _____, 19 ____, at _____

o'clock ____ M. and duly recorded in Book _____ Page _____ of the records of this office.

County Clerk — Register of Deeds

By _____
Deputy

When recorded return to: _____

[redacted] [redacted] [redacted]

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated April 2, 1986, from Christian F. Murer, George J. Kirn, and Robert W. Lavington, as Lessors, to Kenneth K. Farmer, as Lessee, recorded in Book ____, Page ____, of the Oil and Gas Records of Sublette County, Wyoming, is owned by Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 36 North, Range 110 West, 6th P.M.
Section 5: Lot 2 (27.08), Lot 3 (27.38), Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼
Section 6: SE¼NE¼, E½SE¼
Section 18: Lot 3 (31.87), Lot 4 (32.00), E½SW¼
Township 37 North, Range 110 West, 6th P.M.
Section 35: S½NE¼, N½SE¼, SW¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Christian F. Murer, George J. Kirn, and Robert W. Lavington, and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Kenneth K. Farmer subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Christian F. Murer	1645 Court Place, Suite 201 Denver, Colorado 80202	Metrobank P. O. Box 5524 Denver, CO 80217	$131.00
George J. Kirn	1645 Court Place, Suite 201 Denver, Colorado 80202	Metrobank P. O. Box 5524 Denver, CO 80217	$131.00
Robert W. Lavington	1645 Court Place, Suite 201 Denver, Colorado 80202	~~Metrobank~~ ~~P. O. Box 5524~~ ~~Denver, CO 80217~~ Colorado State Bank 1600 Broadway Denver, Co. 80202	$131.00

RECORDED December 14 1984 1:00 PM
IN BOOK 73 Oil & Gas PAGE 388
FEES 6.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

204520

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

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

WITNESS our hands and seals this 7 day of December, 19 84.

x _____ (Seal)
Christian F. Murer

_____ (Seal)

x _____ (Seal)
George J. Kirn

_____ (Seal)

x _____ (Seal)
Robert W. Lavington

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 7th day of December, 1984, personally appeared Christian F. Murer, George J. Kirn, and Robert W. Lavington

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 May 22, 1987 Mary Kay Chamberlin
Notary Public.

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 19__
by _____

Witness my hand and official seal.

My Commission Expires: Notary Public

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)
Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County

[redacted]

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

_____
County Clerk.

By _____
Deputy.

When recorded return to

[redacted]

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

[redacted] 07268[redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W–66293 (WY 1016-025-000)

Lease effective date
October 1, 1966

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

PART I

Assignee's Name

Primary Fuels, Inc.

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

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

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

Township 26 North, Range 109 West, 6th P.M.

Section 6: Lots 3,4,5,6,7

containing 158.31 acres, more or less
in Sublette County, Wyoming

204547

RECORDED December 17 1984 9:45 A.M.
IN BOOK 73 Oth PAGE 390
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 19th day of November, 19 84, but made effective October 17, 1983.

ENERGY RESERVES GROUP, INC.

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

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

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

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PART II

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

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

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

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

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

Executed this 30th day of November, 19 84.

Bill St. John

(Assignee's Signature)

BILL ST. JOHN-PRESIDENT

P.O. Box 569

(Assignee's Address)

Houston, Texas 77001

(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 19th day of November, 1984, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

My Commission Expires:
3/20/86

LEE J. ROLLER NOTARY PUBLIC STATE OF COLORADO

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

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 re[redacted]equired to obtain a benefit.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-72838

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS That Kenneth K. Farmer
P. O. Box 3402
Casper, WY 82602
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Farmer Energy	P. O. Box 2895 Casper, Wyoming 82602	0.2083334% of 8/8ths

204570

December 17 1984 12:30 P
73 Ox T 392
4.00 Lucy Yuke
Dorothy M Deluce

Being in all a total of an undivided 0.2083334% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 36 North, Range 110 West, 6th P.M.
Section 20: NE¼NE¼, S½NE¼, SE¼
Section 21: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, N½, SW¼
Section 26: N½
Section 27: N½, SW¼
Section 28: E½, E½W½

xxxSxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx containing 2080.16 acres more or less,

WITNESS our hands this 12th day of July, 19 84.

Witnesses:

Kenneth K. Farmer

State of Wyoming
County of Natrona } ss

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 12th day of July, 19 84.

Witness my hand and official seal.

Deborah Lynn Jay - Notary Public
State of Wyoming
Natrona
My Commission Expires June 18, 1988

My Commission Expires:

Deborah Lynn Jay
Notary Public

392

393

PRINTED BLUE PRINT CO.
124 N. CENTER
CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-59388 DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS That Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, expreys or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Farmer Energy	P. O. Box 2895 Casper, WY 82602	0.75% of 8/8ths

204571

December 17 84 1:30 P
73 O&G 393
Fee Land Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

Being in all a total of an undivided 0.75% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 36 North, Range 110 West, 6th P.M.
Section 30: E½SW¼, NE¼SE¼
Section 31: Lots 3, 4, SE¼NE¼, E½W½, SE¼

of ~~XXXX

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602, hereinafter referred to as "ASSIGNOR", for value received does hereby assign, transfer and convey unto:

Farmer Energy	*P. O. Box 2895* *Casper, Wyoming 82602*	*1.5% of 8/8ths*

204572

Filed December 17 1984 12:30
73 Ovr
625 Land Yoke
394
by Dorothy McElwee

and to the heirs, successors and assigns of each assignee named above, that percentage of overriding royalty as shown above under the oil and gas leases as set forth on Exhibit "A" attached hereto and made a part hereof.

If working interest owned by ASSIGNOR under a lease on Exhibit "A" is less than the total working interest, or if a lease thereon covers less than the full mineral ownership of the leased substances, then and in each case the amount of overriding royalty hereby assigned under such lease shall be reduced proportionately to reflect the overriding royalty herein assigned as percentage of the total working interest owned by assignor in the full mineral ownership of such oil and gas.

The interests hereby conveyed are free of all cost and expense except production taxes levied and assessed upon the overriding royalty share of production hereby assigned. All amounts payable on this overriding royalty interest shall be paid monthly at the same time and on the same valuation basis as payments are made to the lessor for lessor's royalty reserved in the lease. 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 the assignee herein named.

This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignor, his successor or assigns on the lands described herein on Exhibit "A".

IN WITNESS WHEREOF, this assignment is executed this *12th* day of *July*, 19 *84* without warranty of any kind, either express or implied.

Kenneth K. Farmer

State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this *12th* day of *July*, 19 *84*.

Witness my hand and official seal

Deborah Lynn Jay - Notary Public
County of Natrona State of Wyoming
My Commission Expires June 18, 1988

My Commission Expires:

Deborah Lynn Jay
Notary Public

Page No. ONE STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-4	Christian F. Murer, George J. Kirn, and Robert W. Lavington	Kenneth K. Farmer	4-1-81	Township 36 North, Range 110 West, 6th P.M. Section 5: Lot 2 (27.08), Lot 3 (27.38), Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼ Section 6: SE¼NE¼, E½SE¼ Section 18: Lot 3 (31.87), Lot 4 (32.00), E½SW¼ Township 37 North, Range 110 West, 6th P.M. Section 35: S½NE¼, N½SE¼, SW¼SE¼ Containing 786.00 acres, more or less	61 O&G	401
NFL-10	William B. Sargent and Dorothy C. Sargent, husband and wife	Kenneth K. Farmer	12-16-81	Township 37 North, Range 111 West, 6th P.M. Section 23: SW¼NE¼, SE¼SW¼, N½SE¼, SW¼SE¼ Section 26: NE¼NW¼ Containing 240.00 acres, more or less	64 O & G	53

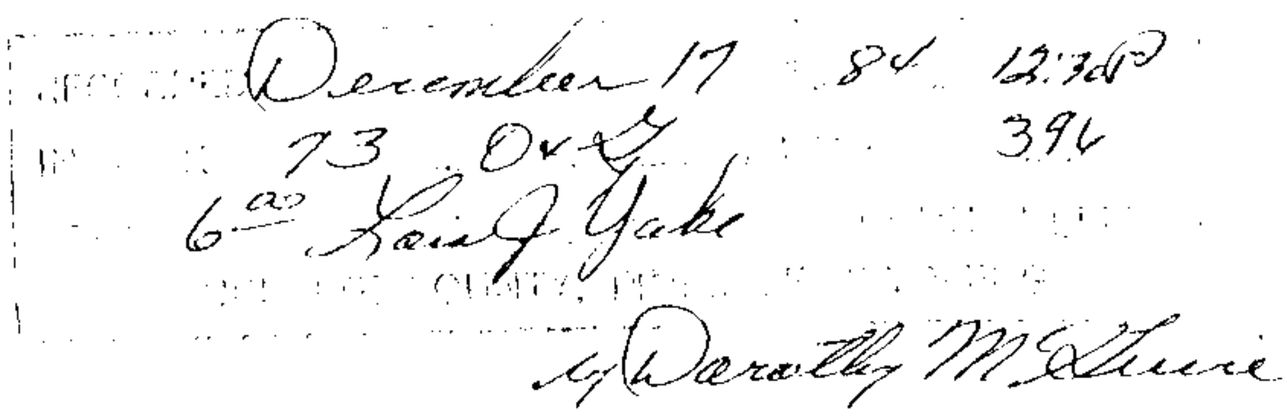
395

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602, hereinafter referred to as "ASSIGNOR", for value received does hereby assign, transfer and convey unto:

Farmer Energy	*P. O. Box 2895* *Casper, Wyoming 82602*	*2.25% of 8/8ths*

204573



and to the heirs, successors and assigns of each assignee named above, that percentage of overriding royalty as shown above under the oil and gas leases as set forth on Exhibit "A" attached hereto and made a part hereof.

If working interest owned by ASSIGNOR under a lease on Exhibit "A" is less than the total working interest, or if a lease thereon covers less than the full mineral ownership of the leased substances, then and in each case the amount of overriding royalty hereby assigned under such lease shall be reduced proportionately to reflect the overriding royalty herein assigned as percentage of the total working interest owned by assignor in the full mineral ownership of such oil and gas.

The interests hereby conveyed are free of all cost and expense except production taxes levied and assessed upon the overriding royalty share of production hereby assigned. All amounts payable on this overriding royalty interest shall be paid monthly at the same time and on the same valuation basis as payments are made to the lessor for lessor's royalty reserved in the lease. 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 the assignee herein named.

This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignor, his successor or assigns on the lands described herein on Exhibit "A".

IN WITNESS WHEREOF, this assignment is executed this *12th* day of *July*, 19 *84* without warranty of any kind, either express or implied.

Kenneth K. Farmer

State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this *12th* day of *July*, 19 *84*.

Witness my hand and official seal

Deborah Lynn Fay - Notary Public
County of Natrona
State of Wyoming
My Commission Expires June 18, 1988

Deborah Lynn Fay
Notary Public

My Commission Expires:

396

Form 165 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-2	Abner L. Hecox and Emma Lee Hecox, husband and wife	Kenneth K. Farmer	3-19-81	Township 37 North, Range 110 West, 6th P.M. Section 13: SW¼SW¼ Section 14: SE¼SE¼ Section 24: N½N½, SW¼NW¼, W½SW¼ Section 25: NW¼NW¼ Section 26: NE¼NE¼. Containing 440.00 acres, more or less	61 O & G	388

397

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

State of Wyoming 75-93676

KNOW ALL MEN BY THESE PRESENTS, That *Kenneth K. Farmer*
P. O. Box 3402
Casper, Wyoming 82602
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Farmer Energy	*P. O. Box 2895* *Casper, Wyoming 82602*	*0.7125% of 8/8ths*

204574

December 17 1984 12:30 P
73 Ore
4.00 Lois J Yake
Dorothy McClure

Being in all a total of an undivided *0.7125% of 8/8ths*
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in *Sublette* County, State of *Wyomina*, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 37 North, Range 110 West, 6th P.M.
Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼
Section 23: NW¼NW¼

of Section XXXXXXXXXXXXX Township XXXXXXXXXXX Range XXXXXXXXX containing *400.00* acres more or less,
WITNESS our hands this *12th* day of *July*, 19 *84*.

Witnesses:

Kenneth K. Farmer

State of *Wyoming*
County of *Natrona* } ss.

The foregoing instrument was acknowledged before me by
Kenneth K. Farmer
this *12th* day of *July*, 19 *84*.

Witness my hand and official seal:

Deborah Lynn Day Notary Public
County of Natrona State of Wyoming
My Commission Expires June 18, 1988

Deborah Lynn Day
Notary Public

398

399

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

State of Wyoming 75-93688

KNOW ALL MEN BY THESE PRESENTS, That Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Farmer Energy	P. O. Box 2895 Casper, Wyoming 82602	0.375% of 8/8ths

204575

December 17 1984 12:30 P
73 Ovr
4th Land Yake
399
CLERK
COUNTY, WYOMING
by Dorothy M. Lewis

Being in all a total of an undivided 0.375% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 37 North, Range 110 West, 6th P.M.
Section 28: E½SE¼
Section 33: N½NE¼
Section 34: N½NW¼

of ~~Section xxxxxxxxxxxxx Township xxxxxxxxxxx Range~~ _____ containing 240.00 acres more or less,
WITNESS our hands this 12th day of July, 19 84.

Witnesses:

Kenneth K. Farmer

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Kenneth K. Farmer

this 12th day of July, 19 84.

Witness my hand and official seal.

Notary Public
County of Natrona
State of Wyoming
My Commission Expires: Commission Expires June 18, 1988

Deborah Lynn Lay
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Kenneth K. Farmer, P. O. Box 3402, Casper, Wyoming 82602, hereinafter referred to as "ASSIGNOR", for value received does hereby assign, transfer and convey unto:

Farmer Energy	*P. O. Box 2895* *Casper, Wyoming 82602*	*1.2% of 8/8ths*

206526

December 17 1984 12:30 P
73 Ord
PAGE 400
10 Land Yake COUNTY O
SWEETWATER COUNTY, KINEDALE, WYOMING
by Dorothy McClure

and to the heirs, successors and assigns of each assignee named above, that percentage of overriding royalty as shown above under the oil and gas leases as set forth on Exhibit "A" attached hereto and made a part hereof.

If working interest owned by ASSIGNOR under a lease on Exhibit "A" is less than the total working interest, or if a lease thereon covers less than the full mineral ownership of the leased substances, then and in each case the amount of overriding royalty hereby assigned under such lease shall be reduced proportionately to reflect the overriding royalty herein assigned as percentage of the total working interest owned by assignor in the full mineral ownership of such oil and gas.

The interests hereby conveyed are free of all cost and expense except production taxes levied and assessed upon the overriding royalty share of production hereby assigned. All amounts payable on this overriding royalty interest shall be paid monthly at the same time and on the same valuation basis as payments are made to the lessor for lessor's royalty reserved in the lease. 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 the assignee herein named.

This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignor, his successor or assigns on the lands described herein on Exhibit "A".

IN WITNESS WHEREOF, this assignment is executed this *12th* day of *July*, 19*84* without warranty of any kind, either express or implied.

Kenneth K. Farmer

State of Wyoming

County of Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this *12th* day of *July*, 19*84*.

Witness my hand and official seal

Deborah Lynn Jay
Notary Public

My Commission Expires:

Deborah Lynn Jay Notary Public
County of Natrona
My Commission Expires June 13, 1988

Form 105 EXHIBIT "A" PAGE one LEASE SCHEDULE STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-3	John R. Buyer and Margaret L. Buyer, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 19: SE¼SE¼ Section 20: S½SW¼ Section 28: S½NW¼, SW¼NE¼, W½SE¼, SW¼ Section 29: NE¼, N½NW¼, SE¼NW¼, NW¼SE¼, E½SE¼ Section 30: E½NE¼ Section 32: E½E½, SW¼SE¼ Section 33: W½NW¼, SE¼NW¼ Containing 1,280.00 acres, more or less	62 O & G	363
NFL-7	Frank Tyler, Jr., A widower	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	12
NFL-7A	Lillian G. Tyler, aka Mrs. Frank Tyler, Sr., a widow	Kenneth K. Farmer	5-26-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	110
NFL-8	Carney Land Company, A Wyoming Corporation, John Otis Carney and Frederika F. Carney, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 2: W½SE¼, NE¼SE¼ Section 11: NW¼NE¼ Section 14: SE¼SE¼ Section 21: SE¼SE¼ Section 22: Those parts of the S½SW¼ lying and being situated northerly of the center-line of the channel of the Green River Section 23: E½NE¼, SE¼, E½SW¼, SW¼SW¼ Section 26: N½NW¼, NW¼NE¼ Section 27: NE¼NE¼, NW¼NW¼ It is the intention of this lease to include all accretion and riparian rights belonging to Lessor and not to exclude any oil and gas interest that Lessor may own in the described lands.	62 O & G	360

401

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE two STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-9	Black Butte Partners, A General Partnership	Kenneth K. Farmer	7-6-81	Township 37 North, Range 110 West, 6th P.M. Section 22: S½SW¼ Excepting those parts lying and being situated northerly of the thread of the channel of the Green River; Section 26: SW¼NE¼, S½NW¼, SW¼, NW¼SE¼; Section 27: SE¼NE¼, SE¼, NW¼NW¼, excepting that part of the NW¼NW¼ lying and being situated northerly of the thread of the channel of the Green River; Section 34: N½NE¼. Containing 705.00 acres, more or less	63 O & G	131

402

403

1-23-10900

48-8909

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DIAMOND SHAMROCK EXPLORATION COMPANY (successor in interest to Diamond Shamrock Corporation), hereinafter called "Assignor", for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignees designated below, an undivided seventy percent (70%) of Assignor's right, title and interest in and to the following described Oil and Gas Lease:

> Oil and Gas Lease dated March 17, 1981, from Viola Waters, a widow, as Lessor, to Edward J. Ackman, as Lessee, recorded in Book 61 of O & G, Page 508, of the records of Sublette County, Wyoming, as ratified by instrument dated June 13, 1981, recorded in Book 62 of O & G, Page 95, and as amended by Modification of Lease Description dated September 1, 1983, recorded in Book 69 of O & G, Page 334, insofar only as said lease, as amended and ratified, covers the following lands:
>
> Township 28 North, Range 112 West, 6th P.M.
> Section 35: Lots 7, 10, 11, and the bed of the Green River riparian thereto, insofar as said lands lie within the SW/4 of Section 35, Township 28 North, Range 112 West, being the spacing unit for the Split River Fee No. 24-35 well.
>
> Township 28 North, Range 112 West, 6th P.M. Section 35: Lot 6 and the bed of the Green River riparian thereto.
>
> Township 27 North, Range 112 West, 6th P.M. Section 2: Lot 4 and the bed of the Green River riparian thereto.

INSOFAR AND ONLY INSOFAR as said lease covers rights from the surface of the earth down to the depth of 9,132 feet as encountered in the Diamond Shamrock Split River Fee No. 24-35 well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

The interests hereby conveyed are assigned to the following named Assignees:

Joan Chorney - 25% of Assignor's interest
555 Seventeenth Street
Suite 1000
Denver, Colorado 80202

True Oil Company - 30% of Assignor's interest
P.O. Drawer 2360
Casper, Wyoming 82602

Yates Petroleum Corporation - 15% of Assignor's interest
207 South Fourth Street
Artesia, New Mexico 88210

204583

RECORDED December 18 1984 9:00 a.m.
IN BOOK 73 O&G PAGE 403
FEES 6.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLE[redacted]

This Partial Assignment and the interests hereby conveyed are subject to the following:

1. The terms, provisions and covenants of said lease and all intermediate assignments thereof;

2. Partial Assignment of Oil and Gas Lease dated June 6, 1984, recorded in Book 72 of O & G, Page 198, from Nareco Corporation, as Assignor, to Diamond Shamrock Exploration Company, as Assignee, including the overriding royalty reserved therein and Nareco Corporation's option to convert such reserved overriding royalty to a working interest.

3. Assignees hereby assume and agree to pay their proportionate share of all royalties and overriding royalties applicable to and presently burdening said lease, and to bear their proportionate share of any reversionary rights owned by third parties.

4. The terms and conditions of that certain Farmout Contract, dated December 2, 1982, as amended, by and between Assignor and Nareco Corporation.

5. This Partial Assignment is executed and delivered without representation or warranty of title, express or implied.

EXECUTED this 9th day of October, 1984, but effective as of the date of first production from the Split River Fee No. 24-35 well described above.

DIAMOND SHAMROCK EXPLORATION COMPANY

By: William B. Nance
William B. Nance
Attorney-in-Fact

STATE OF COLORADO §
§ ss.:
COUNTY OF DENVER §

THE FOREGOING instrument was acknowledged before me by WILLIAM B. NANCE, as Attorney-in-Fact of DIAMOND SHAMROCK EXPLORATION COMPANY, this 22nd day of October, 1984.

WITNESS my and and official seal.

Gloria H. Lentz
Notary Public
410 Seventeenth Street, Suite 600
Denver, Colorado 80202

GLORIA H. LENTZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
7/5/88

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
Gordon M. Mickelson, also known as Gordon Mickelson, and Margaret G. Mickelson, also known as Margaret Mickelson, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 591	T 31 N R 113 W, 6th P.M. Sec. 19: S½NE¼ Sec. 21: E½SE¼ Sec. 22: S½ Sec. 23: N½SW¼ Sec. 27: W½NE¼, E½NW¼, NW¼NW¼, NW¼SE¼ Sec. 28: N½NE¼

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

204584

RECORDED December 18 19 84 9:00 a.m.
IN BOOK 73 O&G PAGE 405
FEES $ 4.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney

DATED December 17th, 19 82.

DAVIS OIL COMPANY

By: Paul Messinger K.F.
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of December, 19 82, by Paul Messinger, Attorney in Fact for Davis Oil Company, a Partnership.

Witness my hand and official seal.

Notary Public

My Commission Expires May 4, 1986
My Commission Expires:

D-6140

[redacted] [redacted] [redacted] K.F.

[redacted] [redacted] [redacted]

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
Gordon M. Mickelson, also known as Gordon Mickelson, and Margaret G. Mickelson, also known as Margaret Mickelson, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 591	T 31 N R 113 W, 6th P.M. Sec. 19: S½NE¼ Sec. 21: E½SE¼ Sec. 22: S½ Sec. 23: N½SW¼ Sec. 27: W½NE¼, E½NW¼, NW¼NW¼, NW¼SE¼ Sec. 28: N½NE¼

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

204585

RECORDED December 18, 1984 9:00 a.
IN BOOK 273 O+G PAGE 406
FEES $6.25 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney

Dated December 17th, 19 82.

DEPCO, INC.

ATTEST:

By: Michael D. Shepard
Michael D. Shepard, Secretary

K. G. Ranum
K. G. Ranum, Vice President

SEAL

D-6140

K.F.

STATE OF_____ }
COUNTY OF_____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____, personally appeared_____

_____

_____

_____,to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____ _____

Notary Public

STATE OF_____ }
COUNTY OF_____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____,19____, personally appeared_____

_____

_____

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

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

My Commission Expires_____ _____

Notary Public

State of Colorado }
County of Denver } ss.

ACKNOWLEDGMENT - CORPORATION

On this 11th day of January, A. D. 19 83, before me personally appeared K. G. Ranum, to me personally known, who, being by me duly sworn, did day that he is the Vice President of DEPCO, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said K. G. Ranum acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of January A. D. 19 83

(SEAL) My Commission expires 6-19-85 Jeanette K. Engt
1000 Petroleum Bldg., Denver, CO 80202

State of_____ }
County of_____ } ss.

ACKNOWLEDGMENT - CORPORATION

On this_____day of_____, A. D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did day that he is the_____of_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said_____acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this_____day of_____A. D. 19____

(SEAL) My Commission expires_____ _____

Notary Public

[redacted] [redacted] SRC [redacted] 01

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title and interest in and to the following described oil and gas lease(s), located in the County of Sublette, State of Wyoming, insofar as the same covers the following described land, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
Gordon M. Mickelson, also known as Gordon Mickelson, and Margaret G. Mickelson, also known as Margaret Mickelson, husband and wife	Thomas F. Stroock	9-9-75	Bk. 51 Pg. 591	T 31 N R 113 W, 6th P.M. Sec. 19: S½NE¼ Sec. 21: E½SE¼ Sec. 22: S½ Sec. 23: N½SW¼ Sec. 27: W½NE¼, E½NW¼, NW¼NW¼, NW¼SE¼ Sec. 28: N½NE¼

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

204586

RECORDED December 18, 1984 9:00 A.M.
IN BOOK 73 Oil PAGE 408
FEES $6.25 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney

Dated December 17th, 1982.

ATTEST:

By: Lucy H. Laury
Secretary

SOUTHLAND ROYALTY COMPANY

C. J. Caskey
C. J. Caskey - Vice President

D-6140

K.F.

STATE OF_____ }
COUNTY OF_____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____day of_____, 19____, personally appeared_____

_____

_____

_____,to me known to be the identical person____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____duly executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____ _____

Notary Public

==========

STATE OF_____ }
COUNTY OF_____ } ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and $tate, on this_____day of_____,19____, personally appeared_____

_____

_____

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

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

My Commission Expires_____ _____

Notary Public

==========

State of Texas }
County of Tarrant } ss.

ACKNOWLEDGMENT - CORPORATION

On this 17th day of December, A. D. 19 82, before me personally appeared C. J. Caksey, to me personally known, who, being by me duly sworn, did day that he is the Vice President of SOUTHLAND ROYALTY COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. J. Caskey acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 17th day of December A. D. 19 82

(SEAL) My Commission expires NITA SUGH, Notary Public and for the State of Texas

My Commission Expires Sept. 22, 1984

Notary Public

==========

State of_____ }
County of_____ } ss.

ACKNOWLEDGMENT - CORPORATION

On this_____day of_____, A. D. 19____, before me personally appeared_____, to me personally known, who, being by me duly sworn, did day that he is the_____of_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said_____acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this_____day of_____A. D. 19____

(SEAL) My Commission expires_____

_____

Notary Public

RELEASE OF OIL AND GAS LEASE(S)

The undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, do/does hereby release, relinquish, quit claim and surrender to the Lessor(s) as described below, all right, title, and interest in and to the following oil and gas lease(s), located in the County of Sublette , State of Wyoming , insofar as the same covers the following described lands to-wit:

Lessor	Dated	Recorded	Description
Gordon M. Mickelson, also known as Gordon Mickelson, and Margaret Mickelson, husband and wife.	9-9-75	Bk. 51 Pg. 591	T 31 N, R 113 W 6th P.M. Sec. 19: SE/2NE/4 Sec. 21: E/2SE/4 Sec. 22: S/2 Sec. 23: N/2SW/4 Sec. 27: W/2NE/4, E/2NW/4, NW/4NW/4, NW/4SE/4 Sec. 28: N/2NE/4

204587

RECORDED December 18, 1984 9:00 A.M.
IN BOOK 73 O&G PAGE 410
FEES $4.25 Lois J. Gate COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

This Release of Oil and Gas Lease may be executed in counterpart, and shall be binding on each of the signatory parties as if each had executed the original of said Release of Oil and Gas Lease.

DATED December 5 , 1984

ATTEST:

By: William T. Orr
William T. Orr, Assistant Secretary

HANOVER PETROLEUM CORPORATION
~~Hanover Petroleum Corporation~~

L. M. McCormick
L. M. McCormick Vice-President

****

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

CORPORATION - ACKNOWLEDGMENT

On this 5th day of December , 1984 , before me personally appeared L. M. McCormick , to me personally known, who, being by me duly sworn, did say that he is the Vice-President , of Hanover Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires: 1-30-88

Notary Public

D-6140

KW

411

WY.06090
WY00605

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.
USA W-67178

Lease effective date
4/1/79

PART I

1. Assignee's Name

Dome 1980 Institutional Investors Ltd.

Address *(include zip code)*
P.O. Box 2100
Denver, CO 80201

The undersigned, as owner of 8.66667 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

204656

Township 27 North, Range 112 West
Section 1: Lots 3 (40.12), 4 (40.18), S/2NW/4
Zone 2-A From the Surface to the stratigraphic equivalent of 10,300'

RECORDED December 24 1984 1:00 PM
IN BOOK 73 Or P PAGE 411
FEES $6.00 Dana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

Containing 160.30 acres, more or less
Sublette County, Wyoming

WY-1114-605

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 8.66667%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 10th day of October, 1984, but effective May 1, 1984

TCPL RESOURCES U.S.A. LTD.

BY: H. Glenn Richards
(Assignor's Signature)

H. Glenn Richards
Attorney-In-Fact

216 16th Street, Suite 1100
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form m[redacted]oduced provided that copies are exact re[redacted]s on one sheet of both sides of this offi[redacted]n accord-

[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 day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

ACKNOWLEDGEMENT

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } SS

On this 10th day of October, 1984, before me appeared H. Glenn Richards, to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact for TCPL RESOURCES U.S.A. LTD., a Delaware corporation, and that he signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and the said H. Glenn Richards acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 10th day of October, 1984.

My Commission Expires:
June 15, 1986

Diana K. Martinez
NOTARY PUBLIC within and for
the City and County of Denver,
State of Colorado.
216 16th Street, Suite 1100
Denver, Colorado 80202

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

413

WY.06090
WY00605

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.
USA W-67178

Lease effective date
4/1/79

PART I

1. Assignee's Name

Dome 1980 Institutional Investors Ltd.

Address *(include zip code)*
P.O. Box 2100
Denver, CO 80201

The undersigned, as owner of 17.33333 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as 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
Section 1: Lots 3 (40.12), 4 (40.18), S/2NW/4
Zone 2-B From the stratigraphic equivalent of 10,300' to the Basement

Containing 160.30 acres, more or less
Sublette County, Wyoming

204657

RECORDED December 5th 1984 1:00 P M
IN BOOK 73 Misc PAGE 413
FEES $6.00 Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

WY-114-605 CR-1167

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 17.33333%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 10th day of October, 19 84, but effective May 1, 1984

TCPL RESOURCES U.S.A. LTD.

BY: H. Glenn Richards
(Assignor's Signature)

216 16th Street, Suite 1100
(Assignor's Address)

H. Glenn Richards
Attorney-In-Fact

Denver Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reductions on one sheet of both sides of this official form in accordance with [illegible] 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 day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

ACKNOWLEDGEMENT

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } SS

On this 10th day of October, 1984, before me appeared H. Glenn Richards, to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact for TCPL RESOURCES U.S.A. LTD., a Delaware corporation, and that he signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and the said H. Glenn Richards acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 10th day of October, 1984.

My Commission Expires:
June 15, 1986

NOTARY PUBLIC within and for
the City and County of Denver,
State of Colorado.
216 16th Street, Suite 1100
Denver, Colorado 80202

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

415

WY.05986
WY00388

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.
USA W-43218

Lease effective date
2/1/74

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Dome 1980 Institutional Investors Ltd.

Address (include zip code) P. O. Box 2100
Denver, Colorado 80201

The undersigned, as owner of 17.33333 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 29 North, Range 114 West, 6th PM
Section 24: NW/4, S/2SE/4

Containing 240.00 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

204658

RECORDED December 24 1984 1:00 P M
IN BOOK 73 Misc PAGE 415
FEES $6.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thiel COUNTY CLERK

02-116-7
WY-116-339

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100% of 17.33333%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	5.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 12th day of October, 19 84, but effective May 1, 1984.

TCPL RESOURCES U.S.A. LTD.

BY: H. Glenn Richards
(Assignor's Signature)

216 16th Street, Suite 1100
(Assignor's Address)

H. Glenn Richards
Attorney-in-Fact

Denver Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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 day of , 19

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

ACKNOWLEDGEMENT

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

On this 12th day of October, 19 84, before me appeared H. Glenn Richards, to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact for TCPL RESOURCES U.S.A. LTD., a Delaware corporation, and that he signed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and the said H. Glenn Richards acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 12th day of October, 19 84.

My Commission Expires:

June 15, 1986

NOTARY PUBLIC within and for
the City and County of Denver,
State of Colorado.
216 16th Street, Suite 1100
Denver, Colorado 80202

tions made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

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

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

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.

417

W-18099

DEPARTMENT OF THE INTERIOR

1980 DEC 12 AM 7:45

RECEIVED
CHEYENNE, WYOMING

PARTIAL CONVEYANCE OF WORKING INTEREST AND OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DEPCO, Inc., a Delaware corporation with offices at 1000 Petroleum Building, 110 Sixteenth Street, Denver, Colorado 80202 (said party being sometimes hereinafter referred to as "Assignor") for and in consideration of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and SET OVER unto Natural Gas Corporation of California, a California corporation with offices at 245 Market Street, San Francisco, California 94106 (said party being hereinafter referred to as "Assignee") FIFTY PERCENT (50%) of whatever WORKING INTEREST and OPERATING RIGHTS Assignor owns in and to those oil and gas leases insofar as they cover the lands, more particularly described below, LIMITED HOWEVER so as to cover and include those horizons and formations from the surface of the Earth down to the stratigraphic equivalent of 5,588 feet beneath the surface of the Earth as found in the PACIFIC TRANSMISSION: #34-30 Federal Beamers Bluff well located in the SW¼SE¼ of Section 30, Township 33 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

(DEPCO's LEASE NO. WY-01297)

Oil and gas lease issued effective May 1, 1969 bearing serial number W-18099 by and between The United States of America (as lessor) and Pruda M. Krause (as lessee) BUT INSOFAR ONLY as it covers the following described lands located in Sublette County, Wyoming, to wit:

Township 33 North, Range 114 West, 6th P.M.
Section 31: Lots 1, 2, NE¼, E½NW¼.

(DEPCO's LEASE NO. WY-01689)

Oil and gas lease issued effective May 1, 1973 bearing serial number W-39385 (segregated November 14, 1978, now numbered W-56769) by and between The United States of America (as lessor) and Charles A. Mittelstadt (as lessee) BUT INSOFAR ONLY as it covers the following described lands located in Sublette County, Wyoming, to wit:

Township 33 North, Range 114 West, 6th P.M.
Section 29: NW¼SW¼.
containing 40.00 acres, more or less.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, subject however to the following:

1. This Partial Conveyance of Working Interest and Operating Rights is made pursuant to and subject to that certain Contribution Option Agreement dated September 27, 1978 by and between Assignor and Assignee, a copy of such Contribution Option Agreement is located in the offices of the Assignor and Assignee.

2. If said leases are to be maintained in force and effect by the payment of further delay rentals thereunder, DEPCO, Inc. shall pay such delay rentals, which may be necessary and required to maintain the same in full force and effect; however, DEPCO, Inc. shall never be liable or responsible to Assignee, its successors or assigns, for the expiration or termination of the leases by reason of any error or omission in making such payment. Assignee agrees to reimburse DEPCO, Inc. for its 50% proportionate part of any and all delay rentals so paid within thirty (30) days after receipt of a statement showing the amounts so paid.

204660

(DEPCO's WY-01297,1689)
78-WY-22, 34-30 Beamers Bluff

RECORDED December 24 1980 1:00 P M
IN BOOK 73 Oil PAGE 417
FEES $8.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY C[redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT OF OPERATING RIGHTS

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed U-46500 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 19th day of November , 19 80 .
NATURAL GAS CORPORATION OF CALIFORNIA

By: C. T. Clark
(Assignee's Signature)
C. T. Clark, Jr. - Attorney-in-Fact
EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT
IS FILED IN W-56943 AND SUCH
AUTHORITY IS STILL IN EFFECT

245 Market Street
(Assignee's Address)

San Francisco, California 94106
(City) (State) (Zip Code)

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

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, William T. Rogers and Keating M. Rogers, husband and wife, P.O. Box 2875, Casper, Wyoming 82602 (hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto AMERICAN HUNTER EXPLORATION LTD., Suite 2300, 1700 Lincoln , Denver, Colorado 80203 (hereinafter called Assignee), an undivided ten percent (10%) interest in and to the oil and gas lease

[redacted]

the Oil and Gas Leases (hereinafter called "the said lease" whether singularly or collectively), as set out in Schedule "A" hereof, attached hereto, and reference to which is hereby made, said lands being located in Sublette County, State of Wyoming

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

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

.....
Register of Deeds.

When recorded
Return to .....

.....

8020 3

204663

RECORDED December 26 A.D. 84 10:30 A.M.
IN BOOK 73 OPR PAGE 420
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeny

[redacted] together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 1st day of June, 19 83.

William T. Rogers (Seal)

Keating M. Rogers (Seal)

(Seal)

STATE OF WYOMING
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 19 83, personally appeared William T. Rogers and Keating M. Rogers, husband and wife

and _____ to me known to be the identical person s described in and who executed the within and foregoing instrument and acknowledged to me that they 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 _____ Kate Wraith Notary Public.

420

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY WILLIAM T. ROGERS AND KEATING M. ROGERS, Husband and Wife, AS ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 15th day of June A.D., 1983.

Lessor	Description	County	Book	Page	Lease Date
Paul W. Axtell and Albert E. Hoffman, Trustees for the C. W. Axtell Trust	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	Sublette	56	437	5/29/78
Clare R. Axtell, a widow	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	Sublette	56	435	5/29/78
Robert B. Murphy, individually and as Executor of the Estate of Elsa L. Murphy	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	Sublette	56	441	4/11/78
E. G. Mack and Alma Mack, husband and wife	Township 31 North, Range 109 West Section 15: Lots 3,4,5,6,9,SW¼SW¼ Section 21: Lots 1,4,5,7,8,10,E½NE¼ Section 20: SE¼SE¼ Section 29: NE¼NE¼ Containing 530.02 acres, m/l	Sublette	56	439	4/08/78

421

110-[redacted]

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock & Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyoming 82602 (hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto AMERICAN HUNTER EXPLORATION LTD., Suite 2300, 1700 Lincoln , Denver, Colorado 80203 (hereinafter called Assignee), an undivided ten percent (10%) interest in and to [redacted] the Oil and Gas Leases (hereinafter called "the said lease" whether singularly or collectively), as set out in Schedule "A" hereof, attached hereto, and reference to which is hereby made, said lands being located in Sublette County, State of Wyoming

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

This instrument was filed for record on the

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

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

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

.....
Register of Deeds.

When recorded
Return to .....

.....

204664

RECORDED December 26, 1984 10:30 A M
IN BOOK 73 Orig PAGE 422
FEES $ 40.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

[redacted] together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 1st day of June, 1983

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING } ss.
COUNTY OF Natrona }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 1983, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife,

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

KAY URSAK - Notary Public

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

My Commission Expires: .....

My Commission Expires Sept. 9, 1986

Kay Ursak
Notary Public.

422

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Lester William Anderson aka Lester Anderson & Grace B. Anderson Richard D. Wilson Nan C. Wilson	T32N, R108W Sec. 22: S½SE¼ Sec. 26: Part of the N½N½, described as follows: Beginning at the NW corner of Sec. 26, and proceeding thence Southerly along the West line of said Sec. 26 a distance of 1013 feet; thence; proceeding Easterly at right angles to the West line of said Sec. 26 a distance of 5259 feet, more or less to the East line of said Section; thence; proceeding Northerly along the East line of said Sec. 26 a distance of 995 feet to the Northeast corner of said Sec. 26; thence, proceeding along the North line of said Sec. 26, N. 89 degrees 42 minutes West a distance of 5261 feet, more or less, to the NW corner of said Sec. 26, which point is the point of beginning of this traverse; Sec. 27: N½NE¼, W½ Sec. 34: NW¼	Sublette	757.63	60	473	December 19, 1980
Robert G. Lozier Alice Lozier	T32N, R108W Sec. 4: W½SE¼ Sec. 9: N½NE¼	Sublette	160.0	60	463	November 20, 1980
William S. Whyel	T32N, R108W Sec. 14: SE¼ Sec. 23: E½ Sec. 24: S½S½, SE¼NE¼, NE¼SE¼, N½SW¼, S½NW¼	Sublette	880.0	60	514	December 18, 1980
Floyd E. Bousman Margaret J. Bousman	T32N, R108W Sec. 22: N½	Sublette	320.0	60	452	November 21, 1980
Ira E. Sandlin	T32N, R108W Sec. 4: Lots 2, 3, SW¼NE¼	Sublette	110.48	60	246	November 19, 1980

423

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Boulder Hay, Inc.	T32N, R108W Sec. 13: NE¼, NW¼NW¼	Sublette	200.0	60	562	December 8, 1980
Wayne F. Steele Mary Ann Steele	T32N, R108W Sec. 13: N½SE¼, SE¼SE¼	Sublette	120.0	60	476	December 20, 1980
Nellie F. Steele	T32N, R108W Sec. 13: N½SE¼, SE¼SE¼	Sublette	120.0	60	677	January 6, 1981
Ted L. Steele	T32N, R108W Sec. 13: N½SE¼, SE¼SE¼	Sublette	120.0	61	69	March 6, 1981
Finis N. Mitchell Emma N. Mitchell	T32N, R108W Sec. 26: N½S½ Sec. 27: S½NE¼, SE¼ Sec. 34: N½NE¼, SW¼NE¼	Sublette	520.0	60	471	November 21, 1980
Grace A. McIntosh Mary Lu Matylinski Carrol D. McIntosh	T32N, R108W Sec. 4: SE¼NW¼, E½SW¼ Sec. 9: E½W½, S½NE¼, SE¼, less W¼SE¼NW¼ and W¼NE¼SW¼ and that part of the SE¼SW¼ of Section 9 lying and being situated South and West of Highway right-of-way 187, containing 3 acres m/l, conveyed by Warranty Deed dated October 28, 1960, filed for record in Book 10 of Deeds, at Page 387 of Sublette County, Wyoming Sec. 10: SW¼NW¼, W-1/3 of SE¼NW¼, W½SW¼, W-1/3 of E½SW¼	Sublette	657.0	61	104	January 2, 1981

424

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1ST day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
John F. Vible Elva Louise Vible	T31N, R108W Sec. 4: Lots 2, 3, 4 Sec. 5: Lot 4, SW¼NW¼ Sec. 6: Lots 1, 2, 5, 6, 7, 12, 13, S½NE¼, SE¼NW¼ Sec. 7: Lots 1, 2, NW¼NE¼ T32N, R108W Sec. 21: E½ Sec. 28: E½ Sec. 33: E½, SW¼ Sec. 34: SW¼ except that part lying North and West of the East Fork River. T31N, R109W Sec. 1: Lot 5, S½NE¼, N½SE¼, NE¼SW¼, S½SW¼, SW¼SE¼ Sec. 11: E½NE¼ Sec. 12: Lots 1, 2, 3, 4, NW¼NW¼	Sublette	2,463.55	60	456	December 4, 1980
Robert L. Hittle Mary Anne Hittle	T32N, R108W Sec. 3: Lots 1, 2, 4, S½N½ Sec. 4: Lot 1, SE¼NE¼	Sublette	341.17	60	467	December 10, 1980
Connie McKinsey	T32N, R108W Sec. 3: Lots 1, 2, 4, S½N½ Sec. 4: Lot 1, SE¼NE¼	Sublette	341.17	60	469	December 11, 1980
Bousman Livestock, Inc.	T32N, R108W Sec. 13: NE¼, NW¼NW¼	Sublette	200.0	60	454	November 21, 1980

425

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 15th day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Frank Tyler, Jr. aka Frank W. Tyler, Jr.	T34N, R110W Sec. 22: SW¼SE¼ Sec. 26: All Sec. 27: E½, E½W½ Sec. 34: NE¼NE¼, NE¼NW¼ Sec. 35: N½NW¼, NE¼NE¼	Sublette	1360.0	61	37	February 24, 1981
Lillian G. Tyler	T34N, R110W Sec. 22: SW¼SE¼ Sec. 26: All Sec. 27: E½, E½W½ Sec. 34: NE¼NE¼, NE¼NW¼ Sec. 35: N½NW¼, NE¼NE¼	Sublette	1360.0	61	35	February 24, 1981
Kenneth Perry, Jr.	T32N, R108W Sec. 13: S½SW¼ Sec. 14: SE¼ Sec. 23: E½ Sec. 24: SW¼, S½SE¼, NE¼SE¼, SE¼NE¼, NW¼ T32N, R107W Sec. 19: Lot 1 (36.00), Lot 2 (36.00)	Sublette	1112.0	61	102	March 8, 1981
Daniel Paul Flynn aka Danny Flynn Thomas Carl Flynn aka Tommy Flyn Louis Samora Manuel & Louisa Samora	T32N, R108W Sec. 13: S½SW¼ Sec. 24: N½NW¼	Sublette	160.0	60	627	January 30, 1981

426

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Donald W. Rogers Nellie P. Rogers	T32N, R108W Sec. 14: N½NE¼NW¼	Sublette	20.0	60	478	December 19, 1980
Donald W. Rogers Carol S. Rogers	T32N, R108W Sec. 14: SE¼NW¼, S½NE¼NW¼	Sublette	60.0	60	512	December 18, 1980
Lary Lozier Sharon E. Lozier	T32N, R108W Sec. 3: S½ Sec. 4: E½SE¼ Sec. 10: N½NW¼, W2/3NW¼NE¼, E1/3NW¼NE¼, NE¼NE¼, S½NE¼, SE¼, E1/3SW¼, E2/3SE¼NW¼ Sec. 11: W½	Sublette	1200.93	60	244	November 19, 1980
Dick Lozier Donna J. Lozier	T32N, R108W Sec. 3: E½SE¼, E1/3W½SE¼ Sec. 10: E1/3NW¼NE¼, NE¼NE¼ Sec. 11: W½	Sublette	480.02	60	450	November 20, 1980
Charles P. McAlister Dorothy E. McAlister	T34N, R110W Sec. 30: Lot 2 (33.06), Lot 3 (33.18), SE¼NW¼, NE¼SW¼ less a tract of land described in Book Deeds 9, Page 41, dated June 1, 1957 and also a tract of land described in Book Deeds 14, Page 343, dated June 27, 1969.	Sublette	138.86	61	24	February 18, 1981

427

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 15th day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Irvin L. Lozier Laura F. Lozier	T35N, R109W Sec. 8: S½NW¼, N½SW¼, W½E½	Sublette	320.0	61	106	February 17, 1981
Ralph Allen Steele Irene J. Steele	T34N, R110W Sec. 25: SE¼SE¼	Sublette	500.42	61	19	February 17, 1981
	T34N, R109W Sec. 30: Lot 4 (34.00), E½SW¼, NW¼SE¼ Sec. 31: Lot 1 (34.13), Lot 2 (34.26), E½NW¼, and that part of the SW¼SE¼ of Sec. 30 and that part of the NE¼ of Sec. 31, all in T34N, R109W of 6th P.M. more particularly described as follows: Beginning at the quarter corner common to Sections 30 and 31, thence South 2640 feet to the center quarter corner common to Sec. 31, thence East 2640 feet to the quarter corner common to Sections 31 and 32, thence North 1061 feet, thence North 38 degrees 16' West 340 feet, thence North 20 degrees 15' West 447 feet; thence North 72 degrees 42' West 501 feet; thence South 73 degrees 55' West 297 feet; thence North 23 degrees 35' West 506 feet; thence North 44 degrees 03' West 297 feet; thence North 12 degrees 00' West 708 feet; thence North 22 degrees 04' West 852 feet; thence South 89 degrees 44' West 634 feet; thence south 1333 feet, to the point of beginning, containing 158.03 acres more or less.					

428

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Circle Nine Ranch, Inc.	T32N, R108W Sec. 13: S½SW¼ Sec. 24: N½NW¼	Sublette	160.0	61	162	March 9, 1981
William S. Whyel	T32N, R108W Sec. 13: S½SW¼ Sec. 24: N½NW¼	Sublette	160.0	61	263	April 14, 1981
Richard D. Wilson Nan C. Wilson Lester W. Anderson Grace B. Anderson	T34N, R109W Sec. 32: NW¼NE¼, NE¼NW¼, S½NW¼	Sublette	160.0	61	15	February 12, 1981
Roy O. Steele Harry F. Steele Mary Ellen Steele	T33N, R110W Sec. 3: SE¼SW¼ T34N, R109W Sec. 30: Lot 2 (33.76), Lot 3 (33.88), SE¼NW¼, SW¼NE¼ T34N, R110W Sec. 25: NE¼NE¼, S½N½, N½S½, S½SW¼, SW¼SE¼	Sublette	667.64	61	22	February 13, 1981
Edward F. Steele aka Edward Franklin Steele Edward F. Steele, Jr.	T33N, R109W Sec. 6: Lot 2 T34N, R109W Sec. 31: NE¼SW¼, SE¼ Sec. 32: SW¼	Sublette	399.84	61	17	February 18, 1981

4129

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Gordon E. Steele Donna M. Steele	(Continued) and for Sublette County, Wyoming, in Book 7 of Deeds on Page 263. (b) That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Henry J. Mitchell and Mary Kay Mitchell, husband and wife, by Warranty Deed dated January 22, 1960 and recorded January 26, 1960 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming in Book 10 of Deeds on Page 179. (c) That portion of the above lands conveyed by Earl Steele and Thelma Steele, husband and wife, to Wyoming Telephone Company, Incorporated, by Quit-Claim Deed dated April 23, 1976 and recorded April 23, 1976 in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 5 of Quit-Claim Deeds on Page 570.					
Glade J. Wasden Rex J. Wasden	T33N, R108W Sec. 6: Lots 2 (40.38), 4 (39.74), 5 (39.62) 6 (39.58), 7 (39.53), SE¼NW¼, NE¼SW¼, SW¼NE¼ T33N, R109W Sec. 1: Lot 1 (40.01), SE¼NE¼ Sec. 12: SW¼NE¼, E½NW¼ less the West 330 feet of the East 390 feet of NE¼NW¼, NE¼SW¼	Sublette	542.01	61	239	March 17, 1981
Harold Reach Leda I. Reach	T33N, R109W Sec. 1: E½SE¼	Sublette	80.0	61	108	February 26, 1981

430

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
James A. Greenwood Tharon M. Greenwood Michael R. Nystrom Patricia Nystrom	T34N, R110W Sec. 4: W½SW¼ Sec. 5: Lot 4, S½NW¼, SW¼NE¼, N½SE¼, SE¼SE¼ Sec. 6: Lots 1, 2, 3, S½NE¼, SE¼NW¼, NE¼SW¼, N½SE¼ Sec. 8: N½NE¼ Sec. 9: NW¼NW¼, SE¼NW¼, E½SW¼ Sec. 17: SE¼NE¼ T35N, R110W Sec. 31: SE¼, E½W½ Sec. 32: W½SW¼	Sublette	1394.67	61	245	April 2, 1981
Gordon E. Steele Donna M. Steele	32N, R108W A certain tract or parcel of land comprising a portion of the NE¼, NE¼NW¼ and NE¼SE¼ of Sec. 16, T32N, R108W of the 6th P.M., Sublette County, Wyoming, more particularly bounded and described as follows: Beginning on the northeast corner of Sec. 16, T32N, R108W and running thence South a distance of 2869.79 feet to Station No. 2; thence North 40 degrees 10½' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No. 6; thence North 50 degrees 45½' East a distance of 912.63 feet to Station No. 7; thence South 89 degrees 34' East a distance of 2049 feet to Station No. 1, the point of beginning, containing 99.00 acres more or less, EXCEPTING THEREFROM the following: (a) That portion of the above lands conveyed by Earl E. Steele and Thelma Steele, husband and wife, to Zeda Roop by Warranty Deed dated March 23, 1953, and recorded March 26, 1953, in the office of the County Clerk and Ex-Officio Register of Deeds within	Sublette	99.0	61	39	February 19, 1981

431

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1St day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Richard R. Noble Helen Louise Noble	T34N, R110W Sec. 2: Lot 3 (37.46), Lot 4 (37.52), S½NW¼ Sec. 3: Lot 1 (37.38), Lot 2 (37.04), S½NE¼, NW¼SE¼ S½SE¼, N½SW¼, N½SE¼SW¼, SE¼SE¼SW¼ Sec. 10: NE¼NW¼ less a two acre tract in the NE corner described in the Sublette County Court House records in Book of Deeds 9, Page 413, SE¼SW¼ Sec. 11: W½NE¼, W½, W½SE¼	Sublette	1097.40	61	242	April 14, 1981
Fay C. Barger, Individually and as Attorney-in-Fact for Anne E. Barger	T31N, R108W Sec. 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, 13, SE¼NW¼, SW¼NE¼ Sec. 6: Lots 8, 9, 10, 11 Sec. 8: NW¼NW¼ T32N, R108W Sec. 5: Lots 3, 4, SE¼NW¼, SW¼NW¼ that part lying North and East of the Wyoming State Highway U.S. 187 containing 32.90 acres more or less. Sec. 6: Lot 4 that part lying North and East of the Wyoming State Highway U.S. 187, containing 31.54 acres, more or less. Sec. 16: All, excepting 90.00 acres in the NE¼ as described in Deed Record 3, Page 438, and excepting 12.26 acres in the NW¼NE¼, NE¼NW¼ as described in Deed Record 3, Page 479. Sec. 17: Lot 4, S½NE¼, SE¼ Sec. 20: E½E½ Sec. 21: NW¼, N½SW¼, SE¼SW¼ Sec. 28: E½W½, W½SW¼, NW¼NW¼ Sec. 29: Lot 4, 5, 6, 7, 8, E½E½, W½SE½, SW¼NE¼ Sec. 32: N½, SE¼ Sec. 33: NW¼	Sublette	3380.47	60	493	December 1, 1980

4/32

433

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
James M. Gamble	T33N, R109W Sec. 1: E½SE¼	Sublette	80.0	61	129	March 1, 1981
Herman G. Genetti Imogene Genetti	T32N, R108W Sec. 22: N½SE¼, SW¼	Sublette	240.0	60	465	December 11, 1980
William D. Thomas Kathryn H. Thomas	T32N, R108W Sec. 22: N½SE¼, SW¼ Sec. 25: NW¼NE¼, N½NW¼	Sublette	360.0	60	536	January 5, 1981
Samuel P. Newman Mary H. Newman	T32N, R108W Sec. 25: N½NW¼, NW¼NE¼	Sublette	120.0	62	100	July 6, 1981
East Fork Rod and Gun Club	T32N, R108W Sec. 25: NW¼NE¼, N½NW¼ EXCEPTING THE FOLLOWING DESCRIBED TRACT: That portion of the N½NW¼, beginning at the northwest corner of Sec. 25, T32N, R108W, 6th P.M., Sublette County, Wyoming, thence 808.8' south to a point on the west section line of Sec. 25, thence N. 44 deg. 42' E, a distance of 440.3 feet, thence N. 67 deg. 17' E. a distance of 572.2 feet, thence S. 65 deg. 58' E. a distance of 296.1 feet, thence S. 34 deg. 10' E. a distance of 236.1 feet, thence S. 48 deg. 55' E. a distance of 100.0 feet, thence S. 88 deg. 01' E. a distance of 100.0 feet, thence N. 36 deg. 03' E. a distance of 541.6 feet, thence S. 79 deg. 48' E. a distance of 270.0 feet, thence due north a distance of 262.2 feet to a point on the north section line of Sec. 25, thence N. 89 deg. 47' W. a distance of 2000.2 feet to the point of beginning.	Sublette	100.0	62	103	July 6, 1981

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock & Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyoming 82602 (hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby, sell, assign, transfer and set over unto AMERICAN HUNTER EXPLORATION LTD., Suite 2300, 1700 Lincoln , Denver, Colorado 80203 (hereinafter called Assignee), an undivided ten percent (10%) interest in and to

the Oil and Gas Leases (hereinafter called "the said lease" whether singularly or collectively), as set out in Schedule "A" hereof, attached hereto, and reference to which is hereby made, said lands being located in Sublette County, State of Wyoming

204667

RECORDED December 27 1984 9:00 AM
IN BOOK 730 PAGE 434
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 1st day of June, 1983

Thomas F. Stroock (Seal)

Marta F. Stroock (Seal)

(Seal)

STATE OF WYOMING }
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 1983, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife,

and , to me known to be the identical person s described in and who executed the within and foregoing instrument and acknowledged to me that they 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 Sept. 9, 1986

Notary Public.

434

STATE OF }
COUNTY OF } ss.

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

Register of Deeds.

When recorded
Return to

SCHEDULE " A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EXECUTED BY THOMAS F. STROOCK and MARTA F. STROOCK, Husband and Wife, as ASSIGNORS to AMERICAN HUNTER EXPLORATION LTD., as ASSIGNEE, Dated this 1st day of June A.D., 1983.

Lessor	Description	County	Gross Acres	Book	Page	Lease Date
Ralph E. Conwell	T33N, R111W Sec. 1: Lot 3 (39.86), Lot 4 (39.81), S½NW¼, SW¼ Sec. 2: Lot 1 (39.82), Lot 2 (39.89), Lot 3 (39.97), SE¼NW¼, NE¼SW¼, S½NE¼, SE¼ T34N, R111W Sec. 35: E½SW¼, S½SE¼ Less tracts containing 12.68 acres, m/l, described in Warranty Deed dated December 1, 1947 between Ralph E. Conwell et ux and Eugene Pfisterer and John Jake Pfisterer, recorded in Book of Deeds 5, at Page 166, in Sublette County.	Sublette	906.67	61	237	March 10, 1981
Charles F. Alexander Valentine Alexander	T34N, R111W Sec. 27: SW¼ Sec. 34: NW¼	Sublette	320.0	61	33	February 25, 1981

435

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-88590

Lease effective date
November 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

ATTACHMENTS:

(a) Additional Assignees PART I (b) Notary's Acknowledgment

1. Assignee's Name
E. M. Bobbett Undivided 20% Interest
(SEE ATTACHMENT (a) FOR ADDITIONAL ASSIGNEES)

Address (include zip code)
1803 Robin Hood Dr., Fairborn, Ohio 45324

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

2. Describe the lands affected by this assignment

Township 28 North, Range 111 West, 6th P.M.
Sec. 4: Lots 1, 2, 3, 4,
$S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$

Containing 632.64 acres, more or less, in Sublette County, Wyoming

204738

Assignment approved as to lands described below

RECORDED December 31 1984 4:00 PM
IN BOOK 73 Oil PAGE 436
FEES $6.75 Lucy 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	80%
4. Specify interest or percent of record title interest being retained by assignor, if any	20%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

Executed this 7th day of November, 19 84.

Paul M. Kelley
(Assignor's Signature)
Paul M. Kelley SS# 563-09-20[illegible]

875 Donner Way #1402
(Assignor's Address)

Salt Lake City, Utah 84108
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 30th day of November, 19 84

E M Bobbett
(Assignee's Signature)

E. M. Bobbett

1803 Robin Hood Dr.
(Assignee's Address)

Fairborn (City) Ohio (State) 45324 (Zip Code)

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

ADDITIONAL ASSIGNEES TO LEASE NO. W-88590

Attachment (a)

Edward J. Crump Undivided 20% Interest
1120 N. Beltline Rd.
Irving, TX 75061

Thomas J. Jenny Undivided 20% Interest
1310 Parrish Ave.
Owensboro, KY 42301

S. E. Pollack Undivided 20% ~~Interest~~
1006 Adkins Blvd.
Jackson, MS 39211

Signed for Identification: Paul M. Kelley
Paul M. Kelley, Assignor

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d)

ACKNOWLEDGMENT

Attachment (b)

STATE OF UTAH

COUNTY OF Salt Lake

ON THIS 20 DAY OF November A.D. 19 84, BEFORE ME PERSONALLY APPEARED PAUL M. KELLEY

KNOWN TO ME TO BE THE PERSON DESCRIBED AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

JoAnn Tate

NOTARY PUBLIC FOR THE COUNTY OF Salt Lake

STATE OF Utah

MY COMMISSION EXPIRES 2-12, 19 85

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

[redacted] [redacted] [redacted]

GPO 889 - 728

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-4982

Lease effective date
April 1, 1967

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

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address (include zip code)
P.O. Box 599, Denver, CO 80201

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 38 North, Range 114 West, 6th PM
Section 11: S½, S½NW¼
Section 14: N½
Section 23: W½
Section 26: NW¼

204750

RECORDED Jan. 2, 1985 2:30 P M
IN BOOK 73 O & G PAGE 438
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Carol A. Cheney

Containing 1,200 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

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

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

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

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

Executed this 30th day of September, 1984.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Cruk
WXC 1038

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

439

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 27th day of December, 1984.

Chevron U.S.A. Inc.

By: B. M. Wood
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

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

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

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:
SHARON T. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified In Kings County
Commission Expires March 30, 1985

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

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

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-4982

Lease effective date
April 1, 1967

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

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P. O. Box 599, Denver, CO 80201

The undersigned, as owner of 6.25percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 38 North, Range 114 West, 6th PM
Section 11: S½, S½NW¼
Section 14: N½
Section 23: W½
Section 26: NW¼

204751

RECORDED Jan. 2 1985 2:30 P.M.
IN BOOK 73 Oil PAGE 440
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

Containing 1,200 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

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

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

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

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

Executed this 30th day of September , 19 84 .

EVMAR OIL CORP

By Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Crick
WY C 1038

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

4411

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: R. H. Wood
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

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

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

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 41-4931775
Qualified in Kings County
Commission Expires March 30, 1985

My Commission Expires:

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

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

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1985

Lease Serial No.
W-20136

Lease effective date
April 1, 1967

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

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address *(include zip code)*
P.O. Box 599, Denver, CO 80201

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

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

Township 38 North, Range 114 West, 6th PM
Section 3: S½SE¼
Section 10: SE¼
Section 15: E½
Section 22: NE¼

Containing 720 acres, more or less, Sublette County, WY

204752

RECORDED Jan. 2 1985 2:30 P.M.
IN BOOK 73 Misc PAGE 442
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

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

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

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

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

Executed this 30th day of September, 1984.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Creek
WXC 1039

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

443

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: R. D. McKee
(Assignee's Signature)

Assistant Secretary

P. O. Box 599
(Assignee's Address)

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

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

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of Sept, 1984.

Witness my hand and official seal.

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:

SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

ROUTINE USES:

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

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

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-20136

Lease effective date
April 1, 1967

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

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P.O. Box 599, Denver, CO 80201

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

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

Township 38 North, Range 114 West, 6th PM
Section 3: S½SE¼
Section 10: SE¼
Section 15: E½
Section 22: NE¼

Containing 720 acres, more or less, Sublette County, WY

204753

RECORDED Jan 2 1985 2:30 P M
IN BOOK 73 Oil PAGE 442A
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

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

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

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

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

Executed this 30th day of September , 19 84 .

EVMAR OIL CORP.

By Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Creek
xc 1039

442A

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

443

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

B. ASSIGNEE AGREES That, upon approval of this 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 11th day of December, 1984.
Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of Sept., 1984.

Witness my hand and official seal.

[signature]
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:

SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

GPO 833 - 039

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-24950

Lease effective date
September 1, 1970

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P.O. Box 599, Denver, CO 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 38 North, Range 114 West, 6th PM
Section 15: W½
Section 22: NW¼
Section 27: NW¼

204754

RECORDED Jan 2 1985 2:30 P M
IN BOOK 73 Orig PAGE 444
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

Containing 640 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 84.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Creek
1X-E 1040

444

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

445

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Cheyron U.S.A. Inc.

By: B. M. Wood

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:
SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

(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

[redacted] [redacted] [redacted]-5

16

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1992

Lease Serial No.
W-24950

Lease effective date
September 1, 1970

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P.O. Box 599, Denver, CO 80201

The undersigned, as owner of 6.25percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 38 North, Range 114 West, 6th PM
Section 15: W½
Section 22: NW¼
Section 27: NW¼

Containing 640 acres, more or less, Sublette County, WY

204755

RECORDED Jan 2 1985 2:30 P.M
IN BOOK 73 O & G PAGE 446
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 84 .

EVMAR OIL CORP .

By Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Jeff Cruk
XC/1040

446

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

447

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

My Commission Expires:
3/30/86

[signature]
Notary Public in and for the
State of New York
Print Name: MAYEER KARKOWSKY
Notary Public, State of New York
No. 30-4670648
Qualified in Nassau County
Commission Expires March 30, 1986

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-12569

Lease effective date
July 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address *(include zip code)*
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 37 North, Range 114 West, 6th P.M.
Section 11: E½
Section 14: E½
(containing 640 acres, more or less)
Sublette County, Wyoming

204756

RECORDED Jan. 2 1985 2:30 PM
IN BOOK 73 O+G PAGE 448
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

As to depths from the surface to the stratigraphic equivalent of a depth 100 feet below the depth of 15,607 feet in the Chevron Rainbow Resources #1-7 Federal well, located in the SE¼SE¼ of Section 7, Township 36 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of September , 1984 .

Joseph Oil Corporation

By: Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

New York (City) New York (State) 10022 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

Cliff Cruk
w&c 1041

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.

449

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: D. M. Moore
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

Sharon J. Bernheim
Notary Public in and for the
State of New York
Print Name: _____

My Commission Expires:
SHARON F. BIERBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-12569

Lease effective date
July 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address (*include zip code*)
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)
Township 37 North, Range 114 West, 6th P.M.
Section 11: E½
Section 14: E½
(containing 640 acres, more or less)
Sublette County, Wyoming

204757

RECORDED Jan 2 1985 2:30 PM
IN BOOK 73 Orig PAGE 450
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
By Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of a depth 200 feet below the depth of 15,607 feet in the Chevron Rainbow Resources #1-7 Federal well, located in the SE¼SE¼ of Section 7, Township 36 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 84.

Evmar Oil Corp

By: Howard Gueerman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUEERMAN
Vice-President

New York (City) New York (State) 10022 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

Cliff Creek
UXC 1041

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

450

451
PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of November, 1984.
Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:
SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-14661

Lease effective date
October 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address *(include zip code)*
P.O. Box 599, Denver, CO 80201

The undersigned, as owner of 6.25percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 38 North, Range 114 West, 6th PM
Section 22: SW¼

Containing 160 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

204758

RECORDED Jan. 2, 1985 2:30 P M
IN BOOK 73 O & G PAGE 452
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

Executed this 30th day of September, 1984.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Creek
WR 1042

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

453

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By [signature]

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

[signature]
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:
SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-099

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-14661

Lease effective date
October 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P.O. Box 599, Denver, CO 80201

The undersigned, as owner of 6.25percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating 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 38 North, Range 114 West, 6th PM
Section 22: SW¼

Containing 160 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

204759

RECORDED Jan. 2 1985 2:30 PM
IN BOOK 73 O & G PAGE 454
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 84 .

EVMAR OIL CORP

By Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)
New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Creek
WXC 1042

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

455

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By R. M. Wold

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, [illegible] ...esentations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30 day of Sept, 1984.

Witness my hand and official seal.

Notary Public in and for the State of New York

Print Name: ELIZABETH R. BOROW

NOTARY PUBLIC, State of New York
No. 31-4765627
Qualified in New York County
Commission Expires March 30, 1986

My Commission Expires:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-15756

Lease effective date
December 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address *(include zip code)*

P. O. Box 599, Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 38 North, Range 114 West, 6th P.M.
Section 3: S½NW¼, SW¼
Section 10: SW¼
(containing 400 acres, more or less)
Sublette County, Wyoming

204760

RECORDED Jan. 2 1985 2:30 P.M
IN BOOK 73 Orig. PAGE 456
FEES 12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	See attached Assignment of Operating Rights and Agreement
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations. *

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

*This Assignment, Transfer or Sublease is subject to the Assignment of Operating Rights and Agreement attached hereto and made a part hereof for all purposes.

I CERTIFY That the 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 September , 1984 .

Joseph Oil Corporation

By: Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

New York New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Cruk
WxC 1043

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of November, 1984.

Chevron U.S.A. Inc.

By: R. M. Ward

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver Colorado 80201

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

STATE OF NEW YORK

COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally appeared Howard Guberman, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Joseph Oil Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 30th day of Sept, 1984.

Sharon D. Bernbaum

NOTARY PUBLIC

NOTARY [illegible] New York

Qualified [illegible] County

Commission Expires March 30, 1985

GPO 833-059

ASSIGNMENT OF OPERATING RIGHTS
AND AGREEMENT

(Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease Serial No. W- 15756 dated _____)

This Assignment of Operating Rights and Agreement (hereinafter referred to as "Assignment"), by and between Chevron U.S.A. Inc. ("Assignee") and _____ Joseph Oil Corporation ("Assignor"), is made and accepted subject to all the following terms and conditions:

1. A. Overriding Royalty Reserved to Assignor: .0625 % from the Federal 1-34A.

   B. Limit on term of reservation: until payout of the Chevron Federal 1-34A, and thereafter at the option of ASSIGNOR.

   C. The Overriding Royalty shall be computed and paid to ASSIGNOR at the same time and in the same manner that royalties to the Lessor are computed and paid and shall be proportionately inclusive of any overriding royalties, oil payments or other payments out of production of any nature whatsoever to which any lease to which the Overriding Royalty attaches may be or become subject. The Overriding Royalty shall be proportionately reduced as to any lease which does not cover the entire oil and gas interest.

2. A. Additional grant by ASSIGNOR to ASSIGNEE: the remainder of ASSIGNOR'S working interest in the Chevron Federal 1-34A well.

   B. Limit on term of additional grant: a term coextensive with the Overriding Royalty reservation.

3. ASSIGNOR and ASSIGNEE shall have equal concurrent easement rights on and to the assigned premises and ASSIGNOR reserves rights of ingress, egress and regress on, over, under and through the assigned premises to the extent ASSIGNOR may deem necessary or convenient in conducting drilling, producing, processing, storing and other operations, whether similar or dissimilar, on or off the assigned premises and also including the right to drill for, produce and transport water (whether fresh, saline, sulphur or other) for such uses or purposes as it may elect.

4. ASSIGNEE agrees to observe and perform all of the lease terms and provisions, express and implied, applicable to ASSIGNEE'S interest in the assigned premises, and further agrees to indemnify and hold ASSIGNOR harmless from all loss, damage and expense of every character whatsoever, including court costs and attorney's fees, which ASSIGNOR may incur by reason of any act or omission by ASSIGNEE or by reason of the failure of ASSIGNEE to observe, perform and comply with such terms and provisions.

5. Subject, however, to that certain agreement effective the 20th day of July, 1979, among ASSIGNEE, ASSIGNOR, and other parties in which it is provided that Rainbow Resources, Inc. (now Williams Exploration Company) will pay delay rentals required to maintain the leases until the occurrence of a specified event, ASSIGNEE shall pay such delay rental and invoice ASSIGNOR for its proportionate share. (a) At least 60 days prior to the date the annual rental accrues under each lease described herein, any party not wishing to participate in bearing such payment shall give notice in writing to the other party or parties hereto. Each party receiving such notice shall, within 40 days prior to the date such payment is due, notify the paying party in writing, whether and to what extent it elects to participate in such payment. Absent such notice of election(s) not to pay, the paying party shall pay and be reimbursed for all delay rentals hereunder pursuant to Paragraph 6 hereof. (b) If less than all of the parties should elect to fully participate, each nonparticipant shall, upon receipt of written request therefor from the participating parties, promptly execute and deliver to the participating parties in the proportion then owned by such parties (on a form acceptable to the assignee(s) therein) all of the nonparticipant's rights, title and interest in and to such lease or such

portion or portions thereof as to which such nonparticipating party has elected not to so participate; provided, however, if the assignment is to be made by ASSIGNOR, then such assignment will reserve to ASSIGNOR an overriding royalty on the lands, leases and rights so assigned identical in amount, manner of computation and term to the overriding royalty herein reserved.

6. The parties giving notices and making payments, whether annual delay rental or shut-in well payments, shall use best efforts to make and give timely and proper payments and notice, but failure to timely and properly make or give any such payment or notice shall not subject the party so failing to liability to the other party unless the failure was willful or was the result of wanton disregard of the obligation herein imposed. Payments to be made shall be made sufficiently in advance for the paying party to furnish, and the paying party shall so furnish, the other parties evidence of each such payment at least fifteen (15) days in advance of the due date thereof. The paying party shall invoice each participant for its respective share of each such payment provided herein to be reimbursed by such party and forthwith after receipt of such invoice, the same shall be paid. Failure of any party to respond to any notice given pursuant to Paragraph 5 hereof shall be deemed an election not to participate in the payment described in such notice. Failure to pay an invoice within thirty (30) days from receipt of same shall entitle the paying party to demand and receive an assignment the same as though the non-paying party had elected not to participate in the payment.

7. (a) The interests assigned to ASSIGNEE are subject to, and ASSIGNEE, to the extent of the interest assigned agrees to be bound by, the Unit Agreement for the Development and Operation of the Game Hill Unit Area, No. 14-08-0001-15507 and the Unit Operating Agreement, Game Hill Unit Area.

(b) In the event the Chevron Federal 1-34A is ever included within a drilling unit or participating area, ASSIGNOR shall have no obligation to pay any share of the costs applicable to said well. ASSIGNOR will, however, upon payout of said well, be entitled to receive any benefits attributable to said well by reason of such drilling unit or participating area.

8. "Payout" as used herein shall refer to that point in time at which the total proceeds from the sale of oil and/or gas produced and saved (plus the current market value of such thereof as may be taken in kind or used off the premises but not sold) allocable to the leasehold interest in the assigned premises hereby assigned to ASSIGNEE (after deducting ASSIGNEE'S proportionate part of the following burdens on the leases described herein, to wit: royalties payable to Lessors; any overriding royalty or production payment reserved to ASSIGNOR; overriding royalties; production payments or other obligations payable out of production existing as of July 20, 1979 and not created by Assignee; and taxes based directly upon or measured directly by such production) shall equal that portion of the entire cost of drilling, testing and completing the well borne by ASSIGNEE and allocable to the leasehold interest herein assigned, plus ASSIGNEE'S share of the cost so allocable of operating said well for the production of oil and/or gas during the reimbursement period.

9. ASSIGNOR shall have thirty (30) days after receipt of notice of payout to notify ASSIGNEE of its election to exercise the option provided for in Paragraph 1.B. Failure of ASSIGNOR to so notify ASSIGNEE within said 30-day period shall be deemed to be an election to retain the reserved Overriding Royalty. The effective date of any election to convert the Overriding Royalty to a working interest shall be 7:00 A.M. on the day following payout. Upon ASSIGNOR'S election to so convert and at the request of ASSIGNOR, ASSIGNEE agrees to execute, acknowledge and deliver to ASSIGNOR such assignments or declarations as ASSIGNOR may deem necessary in order that the exercise of option and the change of ownership, if any, resulting therefrom may be reflected in all applicable official records including the records of the County Clerk of the County in which the assigned premises are situated.

10. All notices authorized or required by the terms of this Assignment shall be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at

the addresses listed below. The originating notice to be 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. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

11. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. ASSIGNOR warrants title as to all persons whomsoever claiming by, through, or under it.

IN WITNESS WHEREOF, this Assignment is executed on this the 30th day of September, 19 84, to be effective as of the 30th day of September, 19 84, at 7:00 A.M.

ASSIGNEE

CHEVRON U.S.A. INC.

By: _____
Assistant Secretary

Address - P. O. Box 599
Denver, CO 80201

ASSIGNOR

JOSEPH OIL CORPORATION

By: _____
HOWARD GUBERMAN
Vice-President

Address - 450 Park Avenue
New York, New York 10022

461

14738-3

12

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-15756

Lease effective date
December 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address (*include zip code*)

P. O. Box 599, Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 38 North, Range 114 West, 6th P.M.
Section 3: S½NW¼, SW¼
Section 10: SW¼
(containing 400 acres, more or less)
Sublette County, Wyoming

204761

RECORDED Jan 2 1985 2:30 P M
IN BOOK 73 O & G PAGE 461
FEES 12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol B. Cheney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	See Attached Assignment of Operating Rights and Agreement
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.*

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

*This Assignment, Transfer or Sublease is subject to the Assginment of Operating Rights and Agreement attached hereto and made a part hereof for all purposes.

I CERTIFY That the 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 September, 1984.

Evmar Oil Corp

By: Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

Cliff Creek
Cove 1043

[redacted]

NOTE: [redacted] be reproduced provided that copies are [redacted]

[redacted] PA [redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 14th day of December, 1984.

Chevron U.S.A. Inc.

By: R. M. Wood
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of Sept., 1984.

Witness my hand and official seal.

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

My Commission Expires:
SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4792105
Qualified in Kings County
Commission Expires March 30, 1985

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833 - 059

ASSIGNMENT OF OPERATING RIGHTS AND AGREEMENT

(Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease Serial No. W- 15756 dated _____)

This Assignment of Operating Rights and Agreement (hereinafter referred to as "Assignment"), by and between Chevron U.S.A. Inc. ("Assignee") and Evmar Oil Corp ("Assignor"), is made and accepted subject to all the following terms and conditions:

1. A. Overriding Royalty Reserved to Assignor: 0.625% from the Federal 1-34A.

   B. Limit on term of reservation: until payout of the Chevron Federal 1-34A, and thereafter at the option of ASSIGNOR.

   C. The Overriding Royalty shall be computed and paid to ASSIGNOR at the same time and in the same manner that royalties to the Lessor are computed and paid and shall be proportionately inclusive of any overriding royalties, oil payments or other payments out of production of any nature whatsoever to which any lease to which the Overriding Royalty attaches may be or become subject. The Overriding Royalty shall be proportionately reduced as to any lease which does not cover the entire oil and gas interest.

2. A. Additional grant by ASSIGNOR to ASSIGNEE: the remainder of ASSIGNOR'S working interest in the Chevron Federal 1-34A well.

   B. Limit on term of additional grant: a term coextensive with the Overriding Royalty reservation.

3. ASSIGNOR and ASSIGNEE shall have equal concurrent easement rights on and to the assigned premises and ASSIGNOR reserves rights of ingress, egress and regress on, over, under and through the assigned premises to the extent ASSIGNOR may deem necessary or convenient in conducting drilling, producing, processing, storing and other operations, whether similar or dissimilar, on or off the assigned premises and also including the right to drill for, produce and transport water (whether fresh, saline, sulphur or other) for such uses or purposes as it may elect.

4. ASSIGNEE agrees to observe and perform all of the lease terms and provisions, express and implied, applicable to ASSIGNEE'S interest in the assigned premises, and further agrees to indemnify and hold ASSIGNOR harmless from all loss, damage and expense of every character whatsoever, including court costs and attorney's fees, which ASSIGNOR may incur by reason of any act or omission by ASSIGNEE or by reason of the failure of ASSIGNEE to observe, perform and comply with such terms and provisions.

5. Subject, however, to that certain agreement effective the 20th day of July, 1979, among ASSIGNEE, ASSIGNOR, and other parties in which it is provided that Rainbow Resources, Inc. (now Williams Exploration Company) will pay delay rentals required to maintain the leases until the occurrence of a specified event, ASSIGNEE shall pay such delay rental and invoice ASSIGNOR for its proportionate share. (a) At least 60 days prior to the date the annual rental accrues under each lease described herein, any party not wishing to participate in bearing such payment shall give notice in writing to the other party or parties hereto. Each party receiving such notice shall, within 40 days prior to the date such payment is due, notify the paying party in writing, whether and to what extent it elects to participate in such payment. Absent such notice of election(s) not to pay, the paying party shall pay and be reimbursed for all delay rentals hereunder pursuant to Paragraph 6 hereof. (b) If less than all of the parties should elect to fully participate, each nonparticipant shall, upon receipt of written request therefor from the participating parties, promptly execute and deliver to the participating parties in the proportion then owned by such parties (on a form acceptable to the assignee(s) therein) all of the nonparticipant's rights, title and interest in and to such lease or such

portion or portions thereof as to which such nonparticipating pa as elected not to so participate; provided, however, if the assignment is to be made by ASSIGNOR, then such assignment will reserve to ASSIGNOR an overriding royalty on the lands, leases and rights so assigned identical in amount, manner of computation and term to the overriding royalty herein reserved.

6. The parties giving notices and making payments, whether annual delay rental or shut-in well payments, shall use best efforts to make and give timely and proper payments and notice, but failure to timely and properly make or give any such payment or notice shall not subject the party so failing to liability to the other party unless the failure was willful or was the result of wanton disregard of the obligation herein imposed. Payments to be made shall be made sufficiently in advance for the paying party to furnish, and the paying party shall so furnish, the other parties evidence of each such payment at least fifteen (15) days in advance of the due date thereof. The paying party shall invoice each participant for its respective share of each such payment provided herein to be reimbursed by such party and forthwith after receipt of such invoice, the same shall be paid. Failure of any party to respond to any notice given pursuant to Paragraph 5 hereof shall be deemed an election not to participate in the payment described in such notice. Failure to pay an invoice within thirty (30) days from receipt of same shall entitle the paying party to demand and receive an assignment the same as though the non-paying party had elected not to participate in the payment.

7. (a) The interests assigned to ASSIGNEE are subject to, and ASSIGNEE, to the extent of the interest assigned agrees to be bound by, the Unit Agreement for the Development and Operation of the Game Hill Unit Area, No. 14-08-0001-15507 and the Unit Operating Agreement, Game Hill Unit Area.

(b) In the event the Chevron Federal 1-34A is ever included within a drilling unit or participating area, ASSIGNOR shall have no obligation to pay any share of the costs applicable to said well. ASSIGNOR will, however, upon payout of said well, be entitled to receive any benefits attributable to said well by reason of such drilling unit or participating area.

8. "Payout" as used herein shall refer to that point in time at which the total proceeds from the sale of oil and/or gas produced and saved (plus the current market value of such thereof as may be taken in kind or used off the premises but not sold) allocable to the leasehold interest in the assigned premises hereby assigned to ASSIGNEE (after deducting ASSIGNEE'S proportionate part of the following burdens on the leases described herein, to wit: royalties payable to Lessors; any overriding royalty or production payment reserved to ASSIGNOR; overriding royalties; production payments or other obligations payable out of production existing as of July 20, 1979 and not created by Assignee; and taxes based directly upon or measured directly by such production) shall equal that portion of the entire cost of drilling, testing and completing the well borne by ASSIGNEE and allocable to the leasehold interest herein assigned, plus ASSIGNEE'S share of the cost so allocable of operating said well for the production of oil and/or gas during the reimbursement period.

9. ASSIGNOR shall have thirty (30) days after receipt of notice of payout to notify ASSIGNEE of its election to exercise the option provided for in Paragraph 1.B. Failure of ASSIGNOR to so notify ASSIGNEE within said 30-day period shall be deemed to be an election to retain the reserved Overriding Royalty. The effective date of any election to convert the Overriding Royalty to a working interest shall be 7:00 A.M. on the day following payout. Upon ASSIGNOR'S election to so convert and at the request of ASSIGNOR, ASSIGNEE agrees to execute, acknowledge and deliver to ASSIGNOR such assignments or declarations as ASSIGNOR may deem necessary in order that the exercise of option and the change of ownership, if any, resulting therefrom may be reflected in all applicable official records including the records of the County Clerk of the County in which the assigned premises are situated.

10. All notices authorized or required by the terms of this Assignment shall be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at

the addresses listed below. The originating notice to be 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. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

11. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. ASSIGNOR warrants title as to all persons whomsoever claiming by, through, or under it.

IN WITNESS WHEREOF, this Assignment is executed on this the 30th day of September, 1984, to be effective as of the 30th day of September, 1984, at 7:00 A.M.

ASSIGNEE

CHEVRON U.S.A. INC.

By: _____
Assistant Secretary

Address - P. O. Box 599
Denver, CO 80201

ASSIGNOR

EVMAR OIL CORP

By: _____
HOWARD GUBERMAN
Vice-President

Address - 450 Park Avenue
New York, New York 10022

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1987

Lease Serial No.
W-41394

Lease effective date
October 1, 1973

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*

P.O. Box 599, Denver, CO 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 38 North, Range 114 West, 6th PM
Section 1: E½

Containing 320 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

204762

RECORDED Jan 2 1985 2:30 PM
IN BOOK 73 049 PAGE 466
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Carol A Cheney

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	3.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 84.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Cliff Creek
1X C230 NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

466

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of December, 1984.

Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

[signature]
Notary Public in and for the
State of New York
Print Name: BIBIANA LAU

BIBIANA LAU
Notary Public, State of New York
No. 31-4793106
Qualified in New York County
Commission Expires March 30, 1985

My Commission Expires:
3/30/85

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-45875

Lease effective date
July 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address (*include zip code*)
P.O. Box 599
Denver, CO 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 38 North, Range 114 West, 6th PM
Section 11: NE¼, N½NW¼

Containing 240 acres, more or less, Sublette County, WY

204763

RECORDED Jan 2 1985 2:30 P M
IN BOOK 73 Orig PAGE 468
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 September, 1984.

EVMAR OIL CORP

By Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)
New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Jeff Cook
C-2427 NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

469

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 19 84.

Chevron U.S.A. Inc.

By: B. M. Woodall
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

Notary Public in and for the
State of New York
Print Name:

BIBIANA LAU
Notary Public, State of New York
No. 31-4793106
Qualified in New York County
Commission Expires March 30, 1985

My Commission Expires:
3/30/85

(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) nformation from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833 - 059

[redacted] [redacted] [redacted] 60-5

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-45875

Lease effective date
July 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address *(include zip code)*
P.O. Box 599
Denver, CO 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 38 North, Range 114 West, 6th PM

Section 11: NE¼, N½NW¼

Containing 240 acres, more or less, Sublette County, WY

204764

RECORDED Jan 2 1985 2:30 P M
IN BOOK 73 049 PAGE 470
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 September , 1984 .

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Yo Creek
fc2427

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

4/71

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984:

Chevron U.S.A. Inc.

By: B M Wood

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, [illegible] statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

Bibiana Lau

Notary Public in and for the
State of New York
Print Name: _____

BIBIANA LAU
Notary Public, State of New York
No. 31-4793106
Qualified in New York County
Commission Expires March 30, 1985

My Commission Expires:
3/30/85

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-45873

Lease effective date
July 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address (include zip code)
P.O. Box 599
Denver, CO 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

204765 RECORDED Jan 2 1985 2:30 PM
IN BOOK 73 O&G PAGE 473
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

Township 38 North, Range 114 West, 6th PM
Section 2: S½, S½N½

Containing 480 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 30th day of September, 1984.

EVMAR OIL CORP

By Howard Guberman
(Assignor's Signature)

HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

Crick
#2483

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form

473

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: [signature] (Assignee's Signature)

Assistant Secretary

P. O. Box 599 (Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

[signature]
Notary Public in and for the
State of New York
Print Name: BIBIANA LAU

BIBIANA LAU
Notary Public, State of New York
No. 31-4793106
Qualified in New York County
Commission Expires March 30, 1985

My Commission Expires:
3/30/85

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-45873

Lease effective date
July 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address *(include zip code)*
P. O. Box 599
Denver, CO 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease ~~(43 CFR 3101.2-3)~~

Township 38 North, Range 114 West, 6th PM
Section 2: S½, S½N½

Containing 480 acres, more or less, Sublette County, WY

204766

RECORDED Jan. 2 1985 2:30 P M.
IN BOOK 23 Oty PAGE 474
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 30th day of September, 1984.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)
New York, New York 10022
(City) (State) (Zip Code)

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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.

475

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 19 84.

Chevron U.S.A. Inc.

By: [signature] Assistant Secretary
(Assignee's Signature)

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

[signature]
Notary Public in and for the
State of New York
Print Name: BIBIANA LAU
Notary Public, State of New York
No. 31-4793106
Qualified in New York County
Commission Expires March 30, 1985

My Commission Expires:
3/30/85

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833 - 059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-12572

Lease effective date
July 1, 1968

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address *(include zip code)*
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 37 North, Range 114 West, 6th P.M.
Section 14: SW¼
Section 23: W½
(containing 480 acres, more or less)
Sublette County, Wyoming

204767

RECORDED Jan 2 1985 2:30 P.M.
IN BOOK 73 Orig PAGE 476
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of a depth 100 feet below the depth of 15,607 feet in the Chevron Rainbow Resources #1-7 Federal well, located in the SE¼SE¼ of Section 7, Township 36 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5.5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease 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 30th day of September , 1984 .

Evmar Oil Corp

By: Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

New York (City) New York (State) 10022 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

Cliff Cruk
OXC 2622

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: J. K. Wood

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

SHARON F. BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4793105
Qualified in Kings County
Commission Expires March 30, 1985

Sharon F. Birnbaum
Notary Public in and for the
State of New York
Print Name: Sharon F. Birnbaum

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833 - 059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-33103

Lease effective date
February 1, 1973

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address (include zip code)
P.O. Box 599
Denver, CO 80201

204768

RECORDED Jan 2 1985 2:30 P M
IN BOOK 73 Misc PAGE 478
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Chenier

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 38 North, Range 113 West, 6th PM
Section 18: Lots 1-3, E½NW¼, NE¼SW¼, N½SE¼SW¼, SE¼SE¼SW¼

Containing 258.67 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 30th day of September, 1984.

JOSEPH OIL CORPORATION

By Howard Guberman
(Assignor's Signature)

HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 24th day of December, 1984.

Chevron U.S.A. Inc.

By: [signature] (Assignee's Signature)

Assistant Secretary

P. O. Box 599 (Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30TH day of SEPTEMBER, 1984.

Witness my hand and official seal.

My Commission Expires: 3/30/86

[signature]
Notary Public in and for the
State of New York
Print Name: MAYEER KARKOWSKY

MAYEER KARKOWSKY
Notary Public, State of New York
No. 30-4670648
Qualified in Nassau County
Commission Expires March 30, 1986

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-.4
(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-33103

Lease effective date
February 1, 1973

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name
CHEVRON U.S.A. INC.

Address (include zip code)
P.O. Box 599
Denver, CO 80201

204769

RECORDED Jan 2 1985 2:30 PM
IN BOOK 73 Orig PAGE 480
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 38 North, Range 113 West, 6th PM
Section 18: Lots 1-3, E½NW¼, NE¼SW¼, N½SE¼SW¼, SE¼SE¼SW¼

Containing 258.67 acres, more or less, Sublette County, WY

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 30th day of September, 1984.

EVMAR OIL CORP

By Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York, New York 10022
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

Cliff Creek
WYC 2627

_____
(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 310.

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: S. M. Wade

(Assignee's Signature)

Assistant Secretary

P. O. Box 599

(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

My Commission Expires:
3/30/86

Notary Public in and for the
State of New York
Print Name:

MAYEER KARKOWSKY
Notary Public, State of New York
No. 30-4670648
Qualified in Nassau County
Commission Expires March 30, 1986

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-31577

Lease effective date
September 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address (include zip code)
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 37 North, Range 114 West, 6th P.M.
Section 35: NE¼NW¼, S½NW¼
(containing 120 acres, more or less)
Sublette County, Wyoming

204770

RECORDED Jan 2 1985 2:30 PM
IN BOOK 73 049 PAGE 482
FEES 6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of a depth 100 feet below the depth of 15,607 feet in the Chevron Rainbow Resources #1-7 Federal well, located in the SE¼SE¼ of Section 7, Township 36 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 30th day of September, 19 84.

Joseph Oil Corporation

By: Howard Guberman
(Assignor's Signature)

HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York (City) New York (State) 10022 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

Jeff Cook
XC 2638

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of December, 1984.

Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

My Commission Expires:
3/30/86

[signature]
Notary Public in and for the
State of New York
Print Name: MAYEER KARKOWSKY
Notary Public, State of New York
No. 30-4670648
Qualified in Nassau County
Commission Expires March 30, 1986

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-31577

Lease effective date
September 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address (include zip code)
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 37 North, Range 114 West, 6th P.M.
Section 35: NE¼NW¼, S½NW¼
(containing 120 acres, more or less)
Sublette County, Wyoming

204771

RECORDED Jan 2 1985 2:30 P.M.
IN BOOK 73 Orig PAGE 484
FEES 6.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol B. Cheney

As to depths from the surface to the stratigraphic equivalent of a depth 100 feet below the depth of 15,607 feet in the Chevron Rainbow Resources #1-7 Federal well, located in the SE¼SE¼ of Section 7, Township 36 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	0%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 30th day of September, 1984.

Evmar Oil Corp

By: Howard Guberman
(Assignor's Signature)
HOWARD GUBERMAN
Vice-President

450 Park Avenue
(Assignor's Address)

New York (City) New York (State) 10022 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

Jeff Cruk
RC 2638

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of October, 1984

Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of EVMAR OIL CORP., this 30th day of September, 1984.

Witness my hand and official seal.

My Commission Expires:
3/30/86

[signature]
Notary Public in and for the
State of New York
Print Name: MAYEER KARKOWSKY
Notary Public, State of New York
No. 30-4670648
Qualified in Nassau County
Commission Expires March 30, 1986

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

GPO 833-059

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-33565

Lease effective date
March 1, 1973

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Chevron U.S.A. Inc.

Address *(include zip code)*

P. O. Box 599, Denver, Colorado 80201

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3)

Township 38 North, Range 114 West, 6th P.M.
Section 3: NE¼, N½NW¼, N½SE¼
(containing 320 acres, more or less)
Sublette County, Wyoming

204772
FILED FOR RECORD Jan 2, 1985 2:30 P.M.
IN BOOK 73 PAGE 486
FEES 12.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK By Carol A. Cheney

As to depths from the surface to the stratigraphic equivalent of 100 feet below the depth of 16,535 feet in the Chevron Federal 1-34A well, located in the SE¼SW¼ of Section 34, Township 39 North, Range 114 West.

3. Specify interest or percent of operating rights being conveyed to assignee	3.125%
4. Specify interest or percent of operating rights being retained by assignor	3.125%
5. Specify overriding royalty interest being reserved by assignor	See attached Assignment of Operating Rights and Agreement
6. Specify overriding royalty previously reserved or conveyed, if any	6.25%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations. *

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

*This Assignment, Transfer or Sublease is subject to the Assignment of Operating Rights and Agreement attached hereto and made a part hereof for all purposes.

I CERTIFY That the 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 September, 1984.

Joseph Oil Corporation

By: Howard Guberman
(Assignor's Signature)

450 Park Avenue
(Assignor's Address)

HOWARD GUBERMAN
Vice-President

New York (City) New York (State) 10022 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

Jeff Cook
Sec. 272 NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106*

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed CA-3000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 4th day of October, 1984.

Chevron U.S.A. Inc.

By: [signature]
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by HOWARD GUBERMAN, in his capacity as VICE-PRESIDENT (title) of JOSEPH OIL CORPORATION, this 30th day of September, 1984.

Witness my hand and official seal.

My Commission Expires:
3/30/86

[signature]
Notary Public in and for the
State of New York
Print Name: MAYEER KARKOWSKY
Notary Public, State of New York
No. 30-4670648
Qualified in Nassau County
Commission Expires March 30, 1986

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

GPO 833-059

ASSIGNMENT OF OPERATING RIGHTS
AND AGREEMENT

(Attached to and made a part of that certain Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease Serial No. W- 33565 dated _____)

This Assignment of Operating Rights and Agreement (hereinafter referred to as "Assignment"), by and between Chevron U.S.A. Inc. ("Assignee") and Joseph Oil Corporation ("Assignor"), is made and accepted subject to all the following terms and conditions:

1. A. Overriding Royalty Reserved to Assignor: .0625% from the Federal 1-34A.

   B. Limit on term of reservation: until payout of the Chevron Federal 1-34A, and thereafter at the option of ASSIGNOR.

   C. The Overriding Royalty shall be computed and paid to ASSIGNOR at the same time and in the same manner that royalties to the Lessor are computed and paid and shall be proportionately inclusive of any overriding royalties, oil payments or other payments out of production of any nature whatsoever to which any lease to which the Overriding Royalty attaches may be or become subject. The Overriding Royalty shall be proportionately reduced as to any lease which does not cover the entire oil and gas interest.

2. A. Additional grant by ASSIGNOR to ASSIGNEE: the remainder of ASSIGNOR'S working interest in the Chevron Federal 1-34A well.

   B. Limit on term of additional grant: a term coextensive with the Overriding Royalty reservation.

3. ASSIGNOR and ASSIGNEE shall have equal concurrent easement rights on and to the assigned premises and ASSIGNOR reserves rights of ingress, egress and regress on, over, under and through the assigned premises to the extent ASSIGNOR may deem necessary or convenient in conducting drilling, producing, processing, storing and other operations, whether similar or dissimilar, on or off the assigned premises and also including the right to drill for, produce and transport water (whether fresh, saline, sulphur or other) for such uses or purposes as it may elect.

4. ASSIGNEE agrees to observe and perform all of the lease terms and provisions, express and implied, applicable to ASSIGNEE'S interest in the assigned premises, and further agrees to indemnify and hold ASSIGNOR harmless from all loss, damage and expense of every character whatsoever, including court costs and attorney's fees, which ASSIGNOR may incur by reason of any act or omission by ASSIGNEE or by reason of the failure of ASSIGNEE to observe, perform and comply with such terms and provisions.

5. Subject, however, to that certain agreement effective the 20th day of July, 1979, among ASSIGNEE, ASSIGNOR, and other parties in which it is provided that Rainbow Resources, Inc. (now Williams Exploration Company) will pay delay rentals required to maintain the leases until the occurrence of a specified event, ASSIGNEE shall pay such delay rental and invoice ASSIGNOR for its proportionate share. (a) At least 60 days prior to the date the annual rental accrues under each lease described herein, any party not wishing to participate in bearing such payment shall give notice in writing to the other party or parties hereto. Each party receiving such notice shall, within 40 days prior to the date such payment is due, notify the paying party in writing, whether and to what extent it elects to participate in such payment. Absent such notice of election(s) not to pay, the paying party shall pay and be reimbursed for all delay rentals hereunder pursuant to Paragraph 6 hereof. (b) If less than all of the parties should elect to fully participate, each nonparticipant shall, upon receipt of written request therefor from the participating parties, promptly execute and deliver to the participating parties in the proportion then owned by such parties (on a form acceptable to the assignee(s) therein) all of the nonparticipant's rights, title and interest in and to such lease or such

portion or portions thereof as to which such nonparticipating party has elected not to so participate; provided, however, if the assignment is to be made by ASSIGNOR, then such assignment will reserve to ASSIGNOR an overriding royalty on the lands, leases and rights so assigned identical in amount, manner of computation and term to the overriding royalty herein reserved.

6. The parties giving notices and making payments, whether annual delay rental or shut-in well payments, shall use best efforts to make and give timely and proper payments and notice, but failure to timely and properly make or give any such payment or notice shall not subject the party so failing to liability to the other party unless the failure was willful or was the result of wanton disregard of the obligation herein imposed. Payments to be made shall be made sufficiently in advance for the paying party to furnish, and the paying party shall so furnish, the other parties evidence of each such payment at least fifteen (15) days in advance of the due date thereof. The paying party shall invoice each participant for its respective share of each such payment provided herein to be reimbursed by such party and forthwith after receipt of such invoice, the same shall be paid. Failure of any party to respond to any notice given pursuant to Paragraph 5 hereof shall be deemed an election not to participate in the payment described in such notice. Failure to pay an invoice within thirty (30) days from receipt of same shall entitle the paying party to demand and receive an assignment the same as though the non-paying party had elected not to participate in the payment.

7. (a) The interests assigned to ASSIGNEE are subject to, and ASSIGNEE, to the extent of the interest assigned agrees to be bound by, the Unit Agreement for the Development and Operation of the Game Hill Unit Area, No. 14-08-0001-15507 and the Unit Operating Agreement, Game Hill Unit Area.

(b) In the event the Chevron Federal 1-34A is ever included within a drilling unit or participating area, ASSIGNOR shall have no obligation to pay any share of the costs applicable to said well. ASSIGNOR will, however, upon payout of said well, be entitled to receive any benefits attributable to said well by reason of such drilling unit or participating area.

8. "Payout" as used herein shall refer to that point in time at which the total proceeds from the sale of oil and/or gas produced and saved (plus the current market value of such thereof as may be taken in kind or used off the premises but not sold) allocable to the leasehold interest in the assigned premises hereby assigned to ASSIGNEE (after deducting ASSIGNEE'S proportionate part of the following burdens on the leases described herein, to wit: royalties payable to Lessors; any overriding royalty or production payment reserved to ASSIGNOR; overriding royalties; production payments or other obligations payable out of production existing as of July 20, 1979 and not created by Assignee; and taxes based directly upon or measured directly by such production) shall equal that portion of the entire cost of drilling, testing and completing the well borne by ASSIGNEE and allocable to the leasehold interest herein assigned, plus ASSIGNEE'S share of the cost so allocable of operating said well for the production of oil and/or gas during the reimbursement period.

9. ASSIGNOR shall have thirty (30) days after receipt of notice of payout to notify ASSIGNEE of its election to exercise the option provided for in Paragraph 1.B. Failure of ASSIGNOR to so notify ASSIGNEE within said 30-day period shall be deemed to be an election to retain the reserved Overriding Royalty. The effective date of any election to convert the Overriding Royalty to a working interest shall be 7:00 A.M. on the day following payout. Upon ASSIGNOR'S election to so convert and at the request of ASSIGNOR, ASSIGNEE agrees to execute, acknowledge and deliver to ASSIGNOR such assignments or declarations as ASSIGNOR may deem necessary in order that the exercise of option and the change of ownership, if any, resulting therefrom may be reflected in all applicable official records including the records of the County Clerk of the County in which the assigned premises are situated.

10. All notices authorized or required by the terms of this Assignment shall be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at

the addresses listed below. The originating notice to be 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. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

11. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. ASSIGNOR warrants title as to all persons whomsoever claiming by, through, or under it.

IN WITNESS WHEREOF, this Assignment is executed on this the 30th day of September, 19 84, to be effective as of the 30th day of September, 19 84, at 7:00 A.M.

ASSIGNEE

CHEVRON U.S.A. INC.

By: _____
Assistant Secretary

Address - P. O. Box 599
Denver, CO 80201

ASSIGNOR

JOSEPH OIL CORPORATION

By: _____
HOWARD GUBERMAN
Vice-President

Address - 450 Park Avenue
New York, New York 10022

491

99033

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 Clarence Nilsen
P. O. Box 667
Mountain View, California 94042

W-82329
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof

Lands included in the lease: State: Wyoming County: Sublette

T. 32 N., R. 112 W., 6th Prin Mer.,
Sec. 7: Lot 6, SE¼SW¼, NE¼SE¼
8: S½NW¼, E½SW¼, NW¼SW¼
17: NW¼NW¼
18: Lots 1, 2, 3, 4, E½,
E½W½
19: E½W½
30: E½, E½W½
31: E½W½

204777

RECORDED Jan 2 1985 4:30PM
IN BOOK 73 Oxg PAGE 491
FEES $14.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

Containing a total of 1707.72 acres	Annual Rental . . . . . $ 1708.00

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 [signature]
(Offeror/Lessee Signature)

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

(Title)

JAN 19 1983
(Date)

(Atty-in-fact or Agent's Signature)

12-22-82
(Date Signed)

Effective date of lease: FEB 1 1983

[redacted] [redacted] [redacted]ESSEE

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.

Annual rental ($3 per acre or fraction thereof) beginning with the 6th Year

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, 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 termination 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.

GPO 845-515

99033

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, WY 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.

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) [redacted] 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."

12.22.82
Date

Signature

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any surface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized office of the surface management agency or BLM as appropriate, shall:

1. Contact [redacted] 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 [redacted]; 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 [redacted] the authorized officer of the Federal surface management agency or BLM any cultural resources or any other object of scientific interest discovered as a result of surface operations under this lease, and not disturb such discoveries until directed to proceed by the [redacted].

BLM

Date 12·22·82 Signature [signature]

[redacted]

No occupancy or other surface disturbance will be allowed within a 1,320 foot radius of the center of a sage grouse strutting ground (lek). No exceptions to this will be granted. In order to protect the nesting area around the strutting ground, exploration, drilling, and other development activity will be allowed within a 1 3/4 mile distance from the ¼-mile lek protection zone only during the period from June 15 to March 1. Exceptions to the monthly limitations in any year may be specifically authorized in writing by [redacted] the District Manager/Bureau of Land Management.

In order to protect important seasonal wildlife habitat, exploration, drilling and other development activity will be allowed only during the period from May 15 to November 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by [redacted] the District Manager/Bureau of Land Management.

No drilling or storage facilities will be allowed within 500 feet of the Muddy Creek located in E½SW¼, Sec. 8. No drilling or storage facilities will be allowed within 500 feet of the reservoir located in NW¼SE¼, Sec. 18. This distance may be modified when specifically approved in writing by [redacted] the District Manager/Bureau of Land Management.

Date 12.22.82 Signature [redacted]

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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-82329

Lease effective date
February 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address *(include zip code)*
P.O. Box 667
Mountain View, California 94042

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 32 North, Range 112 West, 6th P.M.
Section 7: Lot 6, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 8: $S\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 17: $NW\frac{1}{4}NW\frac{1}{4}$
Section 18: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Section 19: $E\frac{1}{2}W\frac{1}{2}$
Section 30: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
Section 31: $E\frac{1}{2}W\frac{1}{2}$
(containing 1,707.72 acres, more or less)

Sublette County, Wyoming

204778

RECORDED Jan 2, 1985 4:30 PM
IN BOOK 73 Orig PAGE 497
FEES $8.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

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	0%
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

I CERTIFY That the 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 NOVEMBER, 19 84

Frank C. Nilsen (Assignor's Signature)

P.O. Box 667
(Assignor's Address)

OFFICIAL SEAL
KATHRYN ANNETTE CEP
NOTARY PUBLIC CALIFORNIA
SAN MATEO COUNTY
My comm. expires JUN 1, 1985

Mountain View, CA 94042
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title)

_____
(Date)

[redacted] [redacted] ructions on one sheet of both sides of th[redacted] form in accord-

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.

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 7th day of December, 1984

Chevron U.S.A. Inc.

By: B. M. Wood
(Assignee's Signature)

Assistant Secretary

P.O. Box 599
(Assignee'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, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF CA)
)SS.
COUNTY OF Santa Clara

The foregoing instrument was acknowledged before me by Frank C. Nilsen this 3rd day of Nov., 1984.

Witness my hand and official seal.

Kathryn Anne McGann
Notary Public

My commission expires: 11-20-85

Residing at: 2600 El Camino Real West
Mt View, CA 94040

OFFICIAL SEAL
KATHRYN ANNE McGANN
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

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.

74033

RIDER

to that certain Assignment of USA Lease No. W-82329
dated 11-3-84 from Frank C. Nilsen
("Assignor") to Chevron U.S.A. Inc. ("Assignee")

Assignee may surrender said lease(s) to the Lessor therein as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said lease(s) as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease(s) as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of a State lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the appropriate authority for approval, together with any required showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the Lessor said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease(s) as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the three (3) preceding paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of each said lease.

Frank C. Nilsen

Frank C. Nilsen

CHEVRON U.S.A. INC.

By: A M. Wood
Assistant Secretary

PRODUCERS 88 CW [redacted] OIL AND [redacted] LEASE [redacted] 7034-5

THIS AGREEMENT, made and entered into as of the 23rd day of October, 19 84, by and between Lola M. Guthrie, wife

Route #2, Nyssa, Oregon 97913

, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P.O. Box 599, Denver, Colorado 80201----------, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More DOLLARS ($10.00 & More), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 34 North, Range 114 West, 6th P.M.
Section 26: W½SW¼

204772 RECORDED Jan 2 1985 4:30 P M IN BOOK 73 Org PAGE 500
FEES $6.00 Lois J. Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 80 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Interstate Bank of Oregon ~~xx~~ Bank at Nyssa, Oregon or any successor, herein called "depository bank," the sum of Forty and 00/100---------- DOLLARS ($40.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

Social Security or Tax Number

XXXXXXXXXXXXXXXXXXXXXX

541-78-7077

Social Security or Tax Number

Lola M. Guthrie

Lola M. Guthrie

ACKNOWLEDGMENTS

STATE OF Oregon

COUNTY OF Malheur ss.

On this 29th day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by ~~Fredonia D. Guthrie~~ Lola M. Guthrie who personally appeared before me and ~~was~~ is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that ~~she~~ executed the same as ~~her~~ she free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 2/23/88

Notary Public residing at Nyssa, Oregon

STATE OF

COUNTY OF ss.

On this day of in the year , the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by

who personally appeared before me and known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires

Notary Public residing at

STATE OF NO.

COUNTY OF ss.

This instrument was filed for record on the day of , 19 at o'clock, M., and duly recorded in Book , Page , of the records of this office.

County Clerk -- Register of Deeds

By

Deputy

Return to [redacted]

PRODUCERS 88 CW [redacted] 1) OIL AND [redacted] EASE [redacted]

THIS AGREEMENT, made and entered into as of the 18th day of October, 1984, by and between Gordon Mickelson and Margaret Mickelson, husband and wife Big Piney, Wyoming 83113, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($ 10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, [illegible]; and to construct tanks, pump and power stations, power and communication lines, [illegible] and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

204780

Township 34 North, Range 114 West, 6th P.M.
Section 26: W½SW¼
Township 33 North, Range 114 West, 6th P.M.
Section 1: SW¼NW¼, E½SE¼, SW¼SE¼, SE¼SW¼
Section 12: E½NE¼, SW¼NE¼, N½NW¼, SW¼NW¼
Township 33 North, Range 113 West, 6th P.M.
Section 5: W½SE¼, SW¼
Section 6: SE¼, E½SW¼, Lots 6 (37.43 acs), 7 (38.05 acs)

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IN BOOK 73 Oil PAGE 502
FEES 8.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheeney

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,075.48 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, *[illegible] of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of *[illegible] of the gas so sold or used, provided that on gas sold at the well the royalty shall be *[illegible] of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder. *15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand Thirty Five and 48/100 ---------- DOLLARS ($ 1,035.48), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to the lands and any improvements thereon. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, ~~XXXX

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
Gordon Mickelson and Margaret Mickelson, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

LESSOR:

Gordon Mickelson

Gordon Mickelson

Margaret Mickelson

Margaret Mickelson

505

PRODUCERS 88 CW-503 (0 10/4)

OIL AND GAS LEASE

91038-5

THIS AGREEMENT, made and entered into as of the 18th day of October, 19 84 by and between

Gordon Nickelson and Margaret Nickelson, husband and wife
Big Piney, Wyoming 83113

, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($ 10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, [illegible]; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 8: N½, N½SW¼, W½NE¼, SE¼NE¼, E½SE¼, SE¼SE¼
Section 9: N½SW¼, SW¼NW¼
Section 15: W½W½
Section 17: E½NE¼
Section 7: Lot 1 (38.39 acs), E½NW¼, NE¼, N½SE¼, NE¼SW¼

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RECORDED Jan. 2 1985 4:30 P M by Carol A Cheney
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SUBLETTE COUNTY CLERK

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,238.39 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, * of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of * of the gas so sold or used, provided that on gas so sold at the well the royalty shall be * of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder. *15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand Two Hundred Thirty Eight and 39/100 DOLLARS ($ 1,238.39), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to the lands and any improvements thereon. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as [redacted] any cause beyond Lessee's control (such as fir[redacted] storm, or other Act of God, governmental law, [redacted] regulation, labor disputes, war, ~~or lockout or other industrial disturbance~~) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for ~~90~~ *60 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension. *60

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

~~9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it~~ covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee. SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

520-42-9681
Social Security or Tax Number

Gordon Mickelson

Gordon Mickelson

Margaret Mickelson

Margaret Mickelson

ACKNOWLEDGMENTS

STATE OF Wyoming

COUNTY OF Sublette ss.

On this 29th day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Gordon Mickelson and Margaret Mickelson who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires JANUARY 10, 1987 — Kathleen A. Kemp, Notary Public — BIG PINEY, WYO. 83113 residing at

STATE OF

COUNTY OF ss.

On this _____ day of _____ in the year _____, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____ who personally appeared before me and _____ known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ Notary Public residing at _____

STATE OF _____ NO. _____

COUNTY OF _____ ss.

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock, _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

_____
County Clerk – Register of Deeds

By _____
Deputy

Return to _____

506

49038-S

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
Gordon Mickelson and Margaret Mickelson, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

LESSOR:

Gordon Mickelson

Gordon Mickelson

Margaret Mickelson

Margaret Mickelson

PRODUCERS 88 CW [redacted] OIL AND [redacted] EASE [redacted] 1040

THIS AGREEMENT, made and entered into as of the 18th day of October, 19 84, by and between

James F. Nickelson and Mae E. Mickelson, husband and wife
Big Piney, Wyoming 83113

, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, [redacted] and to construct tanks, pump and power stations, power and communication lines, houses for its employees and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

20292

Township 32 North, Range 114 West, 6th P.M.
Section 12: Lot 4 (16.50 acs), S½SW¼, SW¼SE¼
Section 13: N½N½, SE¼NE¼, SW¼NW¼
Township 32 North, Range 113 West, 6th P.M.
Section 7: Lots 1 (15.15 acs), 2 (15.85 acs), 3 (16.65 acs), 7 (40.55 acs), S½NE¼, SE¼NW¼, N½SE¼
Section 8: Lots 3 (12.13 acs), 4 (12.57 acs), SW¼NW¼, W½SE¼, S½SW¼
Section 17: NW¼
Section 18: Lots 1 (40.76 acs), 2 (40.72 acs)

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SUBLETTE COUNTY CLERK
By Carol A. Cheney

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,130.88 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof. M.E.M – J.F.M.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, [redacted] (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of [redacted] (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be [redacted] (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder. *15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand One Hundred Thirty and 88/100 ------ DOLLARS ($1,130.88), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations. M.E.M – J.F.M.

6. Lessee shall pay for damages caused by Lessee's operations to the lands and any improvements thereon. [redacted] When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure pipe, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension. *60

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

~~9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it~~ covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, ~~except payment of royalties, as operations upon or production from this lease.~~

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee. SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

520-42-9679
Social Security or Tax Number

James F. Mickelson
James F. Mickelson

Mae E. Mickelson
Mae E. Mickelson

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 29th day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by James F. Mickelson and Mae E. Mickelson who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires JANUARY 10, 1987 Notary Public residing at BIG PINEY, WYO. 83113

STATE OF
COUNTY OF ss.

On this day of in the year , the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by who personally appeared before me and known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Notary Public residing at

STATE OF NO.
COUNTY OF ss.

This instrument was filed for record on the day of , 19 at o'clock, M., and duly recorded in Book , Page , of the records of this office.

County Clerk – Register of Deeds

By
Deputy

Return to

9040-5

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
James F. Mickelson and Mae E. Mickelson, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

LESSOR:

James F. Mickelson
James F. Mickelson

Mae E. Mickelson
Mae E. Mickelson

511

99041-2

PRODUCERS 88 CW 503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 18th day of October, 19 84, by and between James F. Nickelson and Mae E. Nickelson, husband and wife

Big Piney, Wyoming 83113

, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, ~~xxxxxxxxxxxxxxxxxxxx~~; and to construct tanks, pump and power stations, power and communication lines, ~~xxxxxxxxxxxxxxxxxxxx~~ and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 31: SE¼, S½NE¼
Township 32 North, Range 114 West, 6th P.M.
Section 11: Lot 1 (16.10 acs), S½NE¼, N½SW¼, SE¼SW¼, SE¼
Section 14: NE¼NE¼
Township 33 North, Range 114 West, 6th P.M.
Section 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼
Section 35: S½

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FEES 8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK ~~Judy Carol a Cheeney~~

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,336.10 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~ten~~ five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, ~~xxxxxxxxxxxx~~ of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of ~~one-eighth (1/8)~~ of the gas so sold or used, provided that on gas sold at the well the royalty shall be ~~one-eighth (1/8)~~ of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder. *15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand Three Hundred Thirty Six and 10/100 DOLLARS ($1,336.10), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

the lands and any improvements thereon.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as [redacted] any cause beyond Lessee's control (such as fi[redacted] torm, or other Act of God, governmental law[redacted] egulation, labor disputes, war, [redacted]) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for *60 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension. *60

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

~~9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it~~ covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this ~~lease, except payment of royalties, as operations upon or production from this lease.~~

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee. SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

520-42-9679
Social Security or Tax Number

James F. Mickelson

James F. Mickelson

Mae E. Mickelson

Mae E. Mickelson

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 29th day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by James F. Mickelson and Mae E. Mickelson who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires JANUARY 10, 1987 Notary Public residing at BIG PINEY, WYO. 83113

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____ in the year _____, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____ who personally appeared before me and _____ known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ Notary Public residing at _____

STATE OF _____ NO. _____
COUNTY OF _____ ss.

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock, _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

_____
County Clerk – Register of Deeds

By _____
Deputy

Return to _____

512

[redacted] [redacted] [redacted] 1941-5

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
James F. Mickelson and Mae E. Mickelson, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

LESSOR:

James F. Mickelson

James F. Mickelson

Mae E. Mickelson

Mae E. Mickelson

514

PRODUCERS 88 CW 503 (D 10/4)

OIL AND GAS LEASE

99042-3

THIS AGREEMENT, made and entered into as of the 18th day of October, 19 84 by and between

James F. Nickelson and Nac E. Nickelson, husband and wife
Big Piney, Wyoming 83113

, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($ 10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, ~~XXXXXXXXXXXXXXXX~~ and to construct tanks, pump and power stations, power and communication lines, ~~XXXXXXXXXXXXXXXX~~, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 32: S½, S½N½
Section 33: S½, S½N½
Section 34: W½

RECORDED Jan 2 1985 4:30 PM
IN BOOK 73 Misc PAGE 514
FEES $8.00 Lois J. Gate COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

204794

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights of way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,280.00 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~ten~~ five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, ~~one-eighth (1/8)~~ * of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of ~~one-eighth (1/8)~~ * of the gas so sold or used, provided that on gas sold at the well the royalty shall be ~~one-eighth (1/8)~~ * of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

* 15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney
Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand Two Hundred Eighty and 0/100 ---------- DOLLARS ($ 1,280.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term, provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences on the lands and any improvements thereon. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a [redacted]y cause beyond Lessee's control (such as fire [redacted]orm, or other Act of God, governmental law, [redacted]gulation, labor disputes, war, ~~XXXX

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99042-5

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
James F. Nickelson and Mae E. Nickelson, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

LESSOR:

James F. Nickelson
James F. Nickelson

Mae E. Nickelson
Mae E. Nickelson

PRODUCERS 88 CW 503 (Rev. 10/41) [redacted] OIL AND GAS LEASE [redacted] 1069-5

THIS AGREEMENT, made and entered into as of the 8th day of November, 1984, by and between Richard J. Robertson, a married man dealing in his separate property and in his own right
4021½ W. Ridgewood
Orlando, Florida 32805, hereinafter called "Lessor" (whether one or more) and
Chevron U.S.A., Inc., P.O. Box 599, Denver, CO 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($ 10.00 & more, in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 29: E½, SW¼
Section 32: N½N½

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IN BOOK 73 Orig PAGE 517
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 640 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~xx~~ five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Acct. # 1320565942
Barnett Bank N.A. Bank at 800 John Young Pkwy. Orlando, Fl. 32804 or any successor, herein called "depository bank," the sum of Three Hundred Twenty and 0/100---------- DOLLARS ($ 320.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

Richard J. Robertson

Richard J. Robertson

262-76-7586

Social Security or Tax Number

ACKNOWLEDGMENTS

STATE OF Florida

COUNTY OF Orange ss.

On this 20th day of NOVEMBER in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Richard J. Robertson who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public, State of Florida at Large

My commission expires My Commission Expires Feb 26, 1985

Notary Public

800 JOHN YOUNG PKWY.

residing at ORLANDO, FL. 32804

STATE OF

COUNTY OF ss.

On this day of in the year , the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by who personally appeared before me and known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires

Notary Public

residing at

STATE OF NO.

COUNTY OF ss.

This instrument was filed for record on the day of , 19 at o'clock, M., and duly recorded in Book , Page , of the records of this office.

County Clerk - Register of Deeds

By

Deputy

Return to

[redacted] [redacted] [redacted]

PRODUCERS 88 (W[redacted] (D 10/4)

OIL AND GAS LEASE

[redacted] 1142-3

THIS AGREEMENT, made and entered into as of the 19th day of November, 19 84, by and between Michael C. Warren and Joy A. Warren, husband and wife
2307 Calle Brocha
Santa Fe, New Mexico 87505
, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P.O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($10.00 & more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or feed, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals, and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 32 North, Range 114 West, 6th P.M.

Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

204786

RECORDED Jan 2 1985 1:30 P.M
IN BOOK 73 ONG PAGE 519
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 560 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~XXX~~ Five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Sun West Bank 87501
Account # IC 57765 Bank at 1234 Saint Michaels Drive, Santa Fe, NM or any successor, herein called "depository bank," the sum of One Hundred Forty and 0/100---------- DOLLARS ($ 140.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases. (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

524-54-8762
Social Security or Tax Number

Michael C. Warren

Joy A. Warren

ACKNOWLEDGMENTS

STATE OF New Mexico
COUNTY OF Santa Fe ss.

On this 26th day of December in the year 84, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Michael C. Warren and Joy A. Warren who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 8-1-87 Sandra Dee Lopez Notary Public residing at Santa Fe, New Mexico

STATE OF
COUNTY OF ss.

On this day of in the year , the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by who personally appeared before me and known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Notary Public residing at

STATE OF NO.
COUNTY OF ss.

This instrument was filed for record on the day of , 19 at o'clock, M., and duly recorded in Book , Page , of the records of this office.

County Clerk – Register of Deeds

By Deputy

Return to

CONVEYANCE OF OVERRIDING ROYALTY INTERESTS

THIS CONVEYANCE OF OVERRIDING ROYALTY INTERESTS (this "Conveyance"), dated as of December 31, 1984, is from AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership ("ARPCO"); PARTNERSHIP PROPERTIES CO., a Colorado general partnership, as nominee for ARPCO ("PPC"); PETRO-LEWIS FUNDS, INC., a Colorado corporation, as nominee for ARPCO ("PLF"), and PETRO-LEWIS CORPORATION, a Colorado corporation, as nominee for ARPCO ("PLC"), each with an address of 717-17th Street, Denver, Colorado 80202; to AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership ("ARP"), with an address of 717-17th Street, Denver, Colorado 80202. PPC, PLF and PLC are referred to herein collectively as the "Nominees." ARPCO and the Nominees are referred to herein individually and collectively as "Grantor."

Except with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana may be applicable as a matter of federal law (record title to which portions is held by ARPCO), each of the Nominees holds record title to a portion of the Burdened Interests (as defined in Section 1.05 below) as nominee for ARPCO (record title being held by one or more of the Nominees in any particular county). Pursuant to the Consolidation Agreement (as defined in Section 1.09 below), ARPCO is the successor-in-interest of the Petro-Lewis limited partnerships executing this Conveyance (the "Participating Partnerships") to the Burdened Interests. The Participating Partnerships join in execution of this Conveyance: (i) on their own behalf solely for the purpose of assigning to ARPCO all of their right, title and interest in and to the Burdened Interests, and (ii) in their respective capacties as general partners of ARPCO as of the Effective Time. Except with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana may be applicable as a matter of federal law (record title to which portions is and shall continue to be held by ARPCO), record title to the Burdened Interests is and shall continue to be held by the Nominees, but hereafter as nominees for ARPCO.

FOR TEN DOLLARS and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Participating Partnerships and Grantor: (i) the Participating Partnerships hereby assign to ARPCO all of their right, title and interest in and to the Burdened Interests (as defined in Section 1.05 below), and (ii) Grantor hereby transfers, grants, bargains, sells, conveys and assigns to ARP, upon the terms and conditions set forth herein, an OVERRIDING ROYALTY INTEREST in the Group I Interests (as defined in Section 1.19 below), an OVERRIDING ROYALTY INTEREST in the Group II Interests (as defined in Section 1.21 below), and an OVERRIDING ROYALTY INTEREST in the Group III Interests (as defined in Section 1.23 below), in each case as more fully described below. Each OVERRIDING ROYALTY INTEREST is referred to herein as a "Royalty Interest". Except with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana may be applicable as a matter of federal law (record title to which portions is and shall continue to be held by ARPCO subject to the Royalty Interests herein conveyed), record title to the Burdened Interests is and shall continue to be held by the Nominees

201818

RECORDED January 8, 1985 8:00 AM
IN BOOK 73 O&G PAGE 521
FEES $232.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

521 by Dorothy M. Lewis

subject to the Royalty Interests herein conveyed (each as to the respective Burdened Interests record title to which is now held by it), but hereafter as nominees for ARPCO.

TO HAVE AND TO HOLD: (i) all of the respective right, title and interest of each Participating Partnership in and to the Burdened Interests unto ARPCO, its successors and assigns forever, subject to the Royalty Interests, and (ii) each of the Royalty Interests unto ARP, its successors and assigns forever, subject to all of the terms and provisions of this Conveyance.

ARTICLE I

Definitions

As used herein, the following terms shall have the meanings indicated:

1.01 Abandonment Costs. "Abandonment Costs" means, with respect to any portion of the Burdened Interests, the costs attributable to such Burdened Interests or Related Personal Property accrued by Owner for plugging and abandoning wells; dismantling, removing and salvaging well equipment, platforms, gathering systems, pipelines and production facilities; and abandonment or surrender of such Burdened Interests; less the salvage value, if any, of such Related Personal Property, as estimated by Owner.

1.02 Accounting Month. "Accounting Month" means, with respect to any Net Proceeds Account, any calendar month with respect to which entries are required herein to be recorded in such Net Proceeds Account; provided, however, that the Accounting Month of January, 1985, for all purposes of this Conveyance, shall cover the period from the Effective Time through January 31, 1985.

1.03 Affiliate. "Affiliate" means, at any particular time, any person who controls, is controlled by, or is under direct or indirect common control with Owner, any one of the Nominees, or the successors or assigns of any of them. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to any person (including Owner, any of the Nominees, and the successors and assigns of any of them) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities, by contract or otherwise.

1.04 Beta Production Payment. "Beta Production Payment" means the Production Payment retained in the Assignment, Bill of Sale and Conveyance dated as of December 31, 1984, from Petro-Lewis Deferred Income Program Limited Partnership 1981-1 to PLC-ARPC, Inc.

1.05 Burdened Interests, Leases and Land. (a) "Burdened Interests" means all of the following:

(i) The undivided interests described in Exhibit A attached hereto and made a part hereof in and to the leases, licenses, permits and other agreements described in Exhibit A and the entire estates created thereby (the "Leases"), insofar as the Leases cover and relate to the land described or referred to in Exhibit A (the "Land");

(ii) The royalty, overriding royalty, net profits and mineral fee interests, production payments and all other interests, property and rights of any kind described in Exhibit A in and to the Land; and

(iii) All other interests, property and rights, if any, owned as of the Effective Time by ARPCO (or, with respect to those portions of the Burdened Interests not located in the State of Louisiana or as to which the laws of the State of Louisiana may not be applicable as a matter of federal law, by any of the Nominees as nominee for ARPCO) in and to the Land, the Leases or the production of Minerals therefrom;

subject to all lessors' royalties, overriding royalties, production payments and other similar interests owned by third parties that are valid and subsisting as of the Effective Time; subject to the agreements, contracts, instruments, orders and other matters described or referred to in Exhibit A; and subject to the provisions of Sections 1.05(b) and 1.05(c) below.

(b) "Burdened Interests" includes, at any particular time, all of the interests, property or rights described in Section 1.05(a) above:

(i) As the same have then been enlarged by any provision of any Lease, any unitization or pooling agreement or order, operating agreement, division order, transfer order or any other similar contract, instrument or order, whether recorded or unrecorded and whether or not described in Exhibit A, and all contracts, instruments and orders supplemental thereto, amendatory thereof or in substitution therefor, insofar as the same relate to such interests, property or rights, but excluding therefrom any rights, titles, claims or interests in or to such interests, property or rights that Owner may hereafter obtain with respect to the interests (including production attributable thereto) of non-consenting parties under the non-consent provisions contained in any operating agreement, unit operating agreement, contract for development or similar instrument to which such interests, property or rights are or may become subject;

(ii) As the same have then been enlarged by the removal of any charges or encumbrances to which such interests, property or rights are subject; and

(iii) Any and all renewals and extensions of any of the Burdened Interests, and any new lease taken by or on behalf of Owner either prior to or within one year after the expiration of any Lease insofar as, but only insofar as, such new lease creates an interest in any portion of the Land covered by the expired Lease no greater than that existing under the expired Lease.

(c) "Burdened Interests" does not include, at any particular time, any portion of the interests, property or rights described in Sections 1.05(a) and 1.05(b) above:

(i) To the extent that the same has then been diminished by any provision of any Lease, any unitization or pooling agreement or order, operating agreement, division order, transfer order or any other similar contract, instrument or order, whether recorded or unrecorded and whether or not described in Exhibit A, or any contract, instrument or order supplemental thereto, amendatory thereof or in substitution therefor, insofar as the same relate to any portion of such interests, property or rights, including without limitation, any diminution pursuant to the non-consent provisions of any operating agreement, unit operating agreement, contract for development or similar instrument to which any of such interests, property or rights is or may become subject with respect to which Owner is a non-consenting party; and

(ii) To the extent that the same has then been diminished by any abandonment or surrender thereof in accordance with Section 4.05, any sale thereof in accordance with Section 4.06(a), or any Farmout Agreement pursuant to Section 4.07 (unless the parties thereto do not elect to be excluded from Subchapter K of the Code).

1.06 Business Day. "Business Day" means any day (other than a Saturday or Sunday) on which banks are open in Denver, Colorado (or in such other city as Owner may designate to Grantee) and in Houston, Texas (or in such other city as Grantee may designate to Owner) for the purpose of transacting commercial banking business, and, until payment in full of the Royalty Debt, on which a payment could be made on the Royalty Debt.

1.07 Capital Expenditure. "Capital Expenditure" means any cost, other than an Abandonment Cost, accrued by Owner in accordance with generally accepted accounting principles, to the extent that such cost: (a) is attributable to any portion of the Burdened Interests or Related Personal Property; (b) is permitted or required to be capitalized under the provisions of Rule 4-10 of Regulation S-X, 17 C.F.R. § 210.4-10, of the Securities and Exchange Commission (as such Rule exists on the date of this Conveyance) by a reporting entity that follows the full cost method of accounting for oil and gas producing activities (as such activities are defined in paragraph (a) of said Rule); (c) does not represent any amortization of capitalized costs or any write-off or impairment of capitalized costs; (d) is not a property acquisition cost or exploration cost (as defined in paragraph (a) of said Rule) or General and Administrative Expenses; and (e) is a development cost (as defined in paragraph (a) of said Rule).

1.08 Code. "Code" means the Internal Revenue Code of 1954, as amended.

1.09 Consolidation Agreement. "Consolidation Agreement" means the Consolidation Agreement dated December 31, 1984, between ARPCO and the Participating Partnerships, pursuant to which ARPCO acquired the Burdened Interests and other assets and assumed certain obligations and liabilities.

1.10 Credit Agreement. "Credit Agreement" means the credit agreement of even date herewith among the Secured Lenders and ARP, any promissory notes or comparable debt instruments of ARP to or in favor of the Secured Lenders,

and any and all credit agreements, notes or comparable debt instruments between Grantee and the Secured Lenders, executed in favor of the Secured Lenders or any of them to refinance any of the Royalty Debt, as any of such documents or instruments may be amended, supplemented, modified or revised from time to time.

1.11 Deferral Account. "Deferral Account" has the meaning set forth in Section 3.08(d).

1.12 Effective Time. "Effective Time" means December 31, 1984 at 10:00 a.m., Mountain Standard Time.

1.13 Engineering Report. "Engineering Report" means, at any particular time, the most recent annual reserve report covering the Burdened Interests obtained by Owner pursuant to Section 4.02(e)(i) below, as such report is updated by Owner from time to time during the year.

1.14 Farmout Agreement. "Farmout Agreement" means any agreement entered into between Owner and a third party ("farmee"), pursuant to which Owner agrees to assign to the assignee an interest in a portion (but not in all) of the Burdened Interests located in any oil and gas field or prospect, retaining some interest burdening an interest in the Land subject to the Farmout Agreement (such as an overriding royalty interest, an oil and gas payment or other type of interest), subject to the drilling of one or more specified wells or other substantial performance by the farmee on the land subject to the Farmout Agreement as a condition of the assignment.

1.15 Farmout Interest. "Farmout Interest" has the meaning set forth in Section 4.07(b).

1.16 General and Administrative Expenses. "General and Administrative Expenses" has the meaning set forth in Section 3.03(a)(ii).

1.17 Grantee. "Grantee" means, at any particular time as to any Individual Burdened Interest, the owner of the Royalty Interest relating to such Individual Burdened Interest at that time.

1.18 Group I Account. "Group I Account" has the meaning set forth in Section 3.01.

1.19 Group I Interests. "Group I Interests" means all of the Burdened Interests to the extent that the same comprise or relate to the Leases and the Land described in Part I of Exhibit A, and the Subject Minerals attributable thereto, except the interests in such Leases and Land described in Part II of Exhibit A.

1.20 Group II Account. "Group II Account" has the meaning set forth in Section 3.01.

1.21 Group II Interests. "Group II Interests" means all of the Burdened Interests to the extent that the same comprise or relate to the interests in the Leases and the Land described in Part II of Exhibit A, and the Subject Minerals attributable thereto.

1.22 Group III Account. "Group III Account" has the meaning set forth in Section 3.01.

1.23 Group III Interests. "Group III Interests" means all of the Burdened Interests to the extent that the same comprise or relate to the Leases and the Land described in Part III of Exhibit A, and the Subject Minerals attributable thereto.

1.24 Individual Burdened Interest. "Individual Burdened Interest" means any portion of the Burdened Interests as to which a separate Net Proceeds Account is required to be established and maintained pursuant to Section 3.01.

1.25 Minerals. "Minerals" means oil, gas, casinghead gas, other hydrocarbons (whether liquid or gaseous) and sulphur; such term shall also include any other minerals to which Owner, or any of the Nominees as nominee for Owner, is entitled pursuant to the terms of the Leases or any other agreements or interests included in the Burdened Interests.

1.26 Net Proceeds. "Net Proceeds" means, for any Accounting Month and any Net Proceeds Account, an amount equal to the credit balance, if any, in such Net Proceeds Account as of the end of such Accounting Month, determined in accordance with Sections 3.08 and 3.09.

1.27 Net Proceeds Account. "Net Proceeds Account" means the account established and maintained with respect to any portion of the Burdened Interests pursuant to Section 3.01 and the other terms of this Conveyance.

1.28 Owner. "Owner" means, at any particular time and as to any portion of the Burdened Interests, the owner of such portion of the Burdened Interests at that time.

1.29 Payment Date. "Payment Date" means, with respect to any Accounting Month and any of the Royalty Interests, the first Business Day of the third calendar month following such Accounting Month; provided, however, that for each of the Accounting Months of January, February and March, 1985, "Payment Date" means June 7, 1985.

1.30 Permitted Drilling. "Permitted Drilling" has the meaning set forth in Section 4.04.

1.31 Preliminary Payment, Preliminary Payment Date. "Preliminary Payment" has the meaning set forth in Section 3.12. "Preliminary Payment Date" means April 5, 1985.

1.32 Prime Rate. "Prime Rate" means the variable interest rate, per annum, in effect from time to time, equal to the rate of interest publicly announced by Citibank, N.A., of New York, New York, from time to time as its base rate, determined with respect to any particular day as of 5:00 p.m. New York time on that day.

1.33 Producer. "Producer" has the meaning assigned to it in section 4996(a)(1) of the Code.

1.34 Production Proceeds. "Production Proceeds" has the meaning set forth in Section 3.11.

1.35 Purchase Price. "Purchase Price" has the meaning set forth in Section 4.06(a).

1.36 Related Personal Property. "Related Personal Property" means, with respect to any portion of the Burdened Interests, any equipment or other personal property and any fixtures or other improvements (including property which is not personal property, to the extent such property is not

part of the Burdened Interests) on, appurtenant to or relating to such Burdened Interests or any unit in which any portion of such Burdened Interests is included, but excluding therefrom any rights, titles, claims or interests in and to such equipment, property, fixtures or improvements that Owner may hereafter obtain with respect to the interests of nonconsenting parties under the non-consent provisions contained in any operating agreement, unit operating agreement, contract for development or similar instrument to which such equipment, property, fixtures or improvements may be or become subject.

1.37 Required Capital Expenditures. "Required Capital Expenditures" means, for any of the Accounting Months or calendar years identified in Exhibit B attached hereto, the amount set forth in Exhibit B opposite such Accounting Month or calendar year, except as otherwise provided in Section 3.01(b).

1.38 Retained Interest. "Retained Interest" has the meaning set forth in Section 4.07(a).

1.39 Royalty Debt. "Royalty Debt" means, at any particular time, the indebtedness that the Royalty Interests were subject to at the time they were transferred to ARP (the "Subject-To Debt"), any indebtedness incurred by ARP on or before April 30, 1985 to, among others, Citibank, N.A., in an aggregate initial principal amount not exceeding $300,000,000 (the "New Debt"), together with interest thereon at the rate provided for in the promissory note or notes evidencing such indebtedness, or such portion thereof as may be outstanding at that time, and such other indebtedness as may, at that time, be secured by any of the Security Documents.

1.40 Royalty Interest. "Royalty Interest" means, with respect to any Individual Burdened Interest, the overriding royalty interest hereby conveyed in such portion of the Burdened Interests and in the Subject Minerals attributable thereto (together with all of the rights, titles, interests, remedies, powers and privileges appurtenant or incident thereto), the quantum of which interest as to each such Royalty Interest is determined in the manner and subject to the limitations provided in this Conveyance.

1.41 Secured Lenders. "Secured Lenders" means, at any particular time, the holders at that time of promissory notes evidencing the Royalty Debt or of any other obligation the payment or performance of which is secured by any of the Security Documents.

1.42 Security Document. "Security Document" means: (a) any of the mortgages, deeds of trust, assignments, indentures, security agreements, financing statements and other security documents, encumbering the Burdened Interests as of the date hereof and securing the Subject-To Debt (as defined in Section 1.39), until payment in full of the Subject-To Debt or written termination or release by Secured Lenders of such document or instrument, and (b) any of the mortgages, deeds of trust, assignments, indentures, security agreements, financing statements and other security documents executed by ARP on or before April 30, 1985 to secure the New Debt (as defined in Section 1.39); as such document or instrument (whether described in (a) or (b) above) may be amended, supplemented, modified or revised from time to time, together with any replacement therefor given to secure all or any portion of the Royalty Debt existing prior to the issuance of such replacement Security Document.

1.43 Subject Minerals. "Subject Minerals" means, with respect to any portion of the Burdened Interests, all Minerals in, under or that may be produced and saved from, or that may accrue or be allocated to, such Burdened Interests, including the proceeds thereof, other than: (a) any Minerals attributable to lessors' royalties, overriding royalties, production payments and other similar interests owned by third parties and burdening such Burdened Interests, to the extent valid and subsisting as of the Effective Time; (b) any Minerals attributable to non-consent operations on all or any portion of such Burdened Interests, with respect to which Owner is a consenting party and which represent Owner's share of Minerals otherwise attributable to the interests of non-consenting parties that are payable to the consenting party or parties under the recoupment and penalty provisions of the applicable operating agreement, unit operating agreement or other instrument providing for non-consent operations (unless Owner is entitled to receive such share as of the Effective Time); and (c) any Minerals attributable to any such non-consent operations with respect to which Owner is a non-consenting party pursuant to Section 4.02(a) and which are dedicated to the recoupment of costs and expenses of the consenting party or parties or the payment of penalties under the terms of the applicable agreement providing for non-consent operations.

1.44 Taxable Period. "Taxable Period" has the meaning assigned to it in section 4996(b)(7) of the Code.

1.45 Windfall Profit Tax. "Windfall Profit Tax" means the tax imposed by section 4986(a) of the Code.

ARTICLE II

Royalty Interest

2.01 Royalty Interest. The quantum of the Royalty Interest with respect to each Individual Burdened Interest and the Subject Minerals attributable thereto shall be that variable undivided percentage (which percentage may be zero but which shall not exceed 100 percent) of the Subject Minerals attributable to such Individual Burdened Interest, required from time to time to entitle Grantee to receive, as herein provided, proceeds of such Subject Minerals in an amount equal to 90 percent of the Net Proceeds, if any, determined, in the manner and subject to the limitations provided herein, individually with respect to each such Individual Burdened Interest.

2.02 Effective Time. This Conveyance is effective for all purposes as of the Effective Time.

2.03 Minerals Unavoidably Lost. No Royalty Interest shall be payable out of any Subject Minerals unavoidably lost in the production or processing thereof or used in conformity with sound oil and gas field practices for drilling or production operations (including without limitation, fluid or gas injection, secondary or tertiary recovery, pressure maintenance, repressuring or cycling operations) if and to the extent that such loss or use is fairly allocable to operations conducted for the purpose of producing Subject Minerals. Any such Subject Minerals unavoidably lost or used in conformity with sound oil and gas field practices for such drilling or production operations shall not be taken into account in any manner whatsoever in the determination of any Royalty Interest.

[redacted] [redacted] [redacted]

2.04 Federal and Indian Leases. So long as and to the extent that the same may be required by applicable laws or regulations, in the event that the Secretary of the Interior or his designee determines pursuant to 43 C.F.R. § 3103.3-3 (1983) or any successor regulation that any portion of the Royalty Interests should be suspended with respect to any lease from the United States included in the Burdened Interests, any amounts that would otherwise be credited or debited to a Net Proceeds Account and that are attributable to the lease or such zone or portion thereof affected shall be excluded from the computation of Net Proceeds until the suspension is terminated by the Secretary of the Interior or his designee. The exclusion shall apply separately to any zone or portion of such lease segregated for purposes of computing royalty due to the United States and affected by the suspension. Furthermore, pursuant to the provisions of 25 C.F.R. §§ 211.26(d) and 212.22(d) (1983) or any successor regulations, nothing contained in this Conveyance shall be construed as modifying any of the obligations of the lessee under any Indian lease issued pursuant to the provisions of 25 C.F.R. Parts 211 and 212 (1983) that is included in the Burdened Interests, including without limitation, obligations for diligent development and operation, protection against drainage, compliance with oil and gas operating regulations (43 C.F.R. Part 3160) and the requirement for obtaining departmental approval before abandonment of any well located on any such lease. All of such obligations shall remain in full force and effect, notwithstanding the existence of any Royalty Interest.

2.05 Marketing of Production. Subject to the provisions of Section 5.02(b), Owner shall have sole and exclusive authority, and shall use all reasonable efforts, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, to market or cause to be marketed the Subject Minerals; provided, however, that any sale of Subject Minerals by Owner to an Affiliate shall be made at a price not less than the then-current fair market value of such Subject Minerals in the vicinity where sold and on terms not less favorable than those generally available in such vicinity from third-party purchasers. Grantee shall have no right to take any portion of the Subject Minerals in kind, and it shall not be necessary for Grantee to join in any product sales contract relating to the Subject Minerals or any amendment thereof. No Royalty Interest shall participate in, and the Net Proceeds Account with respect thereto shall not be credited or debited with, any proceeds from or any costs or expenses of any resales, trades, exchanges or other dispositions of Subject Minerals by any Affiliate following an initial sale of such Subject Minerals in accordance with this Section 2.05.

2.06 Liability for Costs. Grantee shall not be liable or responsible for payment of any costs, expenses or liabilities charged or chargeable to any Net Proceeds Account nor for any other costs, expenses or liabilities (including without limitation, acquisition, exploration, development, production, treatment, transportation, marketing, casualty or abandonment costs) attributable to the Burdened Interests, Related Personal Property or Minerals (collectively, "Owner's Costs"), it being the intent of Owner and Grantee that each Royalty Interest shall constitute a non-possessory, non-operating mineral right for all purposes. Owner shall indemnify, defend and hold Grantee harmless from and against all of Owner's Costs. Notwithstanding the foregoing, certain costs and expenses shall be charged against the appropriate Net Proceeds Account for the purpose of determining the quantum of each Royalty Interest, as and to the extent provided herein.

ARTICLE III

Accounting

3.01 Net Proceeds Accounts. (a) As of the Effective Time, there shall be established three separate Net Proceeds Accounts, one of which shall relate solely to the Group I Interests (the "Group I Account"), one of which shall relate solely to the Group II Interests (the "Group II Account") and one of which shall relate solely to the Group III Interests (the "Group III Account"). If, after the Effective Time, any portion of the Burdened Interests is transferred subject to any Royalty Interest, or if any portion (but not all) of any Royalty Interest is transferred upon foreclosure, in whole or in part, of any mortgage, deed of trust or other lien or encumbrance upon any portion of the Royalty Interest, or by deed or assignment in lieu of foreclosure to Secured Lenders or their designees, separate Net Proceeds Accounts shall be established relating solely to, respectively, the portion of the Group I Interests, the portion of the Group II Interests or the portion of the Group III Interests, as the case may be, then so transferred or then subject to the portion of the Royalty Interest so transferred (a separate Net Proceeds Account or Accounts being established upon each such division of the Group I Interests, the Group II Interests, the Group III Interests or any of the Royalty Interests, as the case may be, each such account to commence with a zero balance except as otherwise provided in Section 3.01(b)); and the Net Proceeds Accounts theretofore established with respect to portions of the Burdened Interests shall remain applicable to all of the Burdened Interests covered thereby other than the portions of the Burdened Interests so transferred (or, in the case of a transfer of a portion of any Royalty Interest, other than the portion of the Burdened Interests subject to the portion of the Royalty Interest so transferred). Any of the Net Proceeds Accounts provided for in this Section 3.01 may be referred to herein individually as a "Net Proceeds Account" or collectively as "Net Proceeds Accounts." Each Net Proceeds Account shall be maintained in accordance with the provisions of this Article III and the other terms of this Conveyance. Wherever used in this Article III with regard to a particular Net Proceeds Account established pursuant to this Section 3.01, the terms "Burdened Interests," "Minerals," "Subject Minerals," "Related Personal Property" and "Royalty Interest" shall refer, respectively, to the particular Burdened Interests, Minerals and Subject Minerals attributable to such Burdened Interests, and Related Personal Property that are covered by such Net Proceeds Account, and to the Royalty Interest in such Burdened Interests and Subject Minerals, the quantum of which is determined by reference to such Net Proceeds Account.

(b) If, after the Effective Time, a new Net Proceeds Account is established with respect to any portion of the Group I Interests pursuant to Section 3.01(a), or a portion of the Group I Interests is sold free of the applicable Royalty Interest, then the amounts of Required Capital Expenditures set forth in Exhibit B shall be divided among the various Net Proceeds Accounts relating thereto, or reduced, as the case may be, on the basis of the projected capital expenditure amounts set forth for the affected portions of the Group I Interests in the reserve report dated November 25, 1984. All of the provisions of this Conveyance with regard to the Group I Account, Required Capital Expenditures and Group I Debitable Capital Expenditures shall thereafter apply to each such Net Proceeds Account after giving effect to such division or reduction of Required Capital Expenditures.

3.02 Credits. (a) Each Net Proceeds Account established pursuant to Section 3.01 with respect to a portion of the Burdened Interests shall be credited with the following, if, as and when the proceeds and sums described in this Section 3.02 are received by Owner, or by any Affiliate for Owner's account, at or after the Effective Time or at the time otherwise specified in this Section 3.02:

(i) To the extent that the following are attributable to such portion of the Burdened Interests, or the Subject Minerals or Related Personal Property attributable thereto:

(A) An amount equal to the gross proceeds (without reduction for withholdings for Windfall Profit Tax or for items that are debits to the Net Proceeds Account) of the sale of Subject Minerals produced;

(B) An amount equal to the proceeds of all insurance collected as a consequence of loss of or damage to any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(C) An amount equal to the proceeds of all judgments, claims and other charges collected in respect of any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(D) Except to the extent that the following are included in the proceeds of sales made pursuant to Sections 4.06(a) or 4.06(b) below, an amount equal to the proceeds of sale of any Related Personal Property, including without limitation, all amounts received under any unit agreement or unit operating agreement relating to any unit in which any portion of the Burdened Interests is included, on account of the sale or removal of such property from or from use in connection with such unit; or, if there is a transfer or removal of any such property without a sale, then the fair market value of such property at the time of transfer, as provided in Section 4.03;

(E) Any amounts received on account of overproduction of Minerals from, or accruing or allocable to, any portion of the Burdened Interests, and any amounts received from third parties as settlement for any underproduction in connection with any portion of the Burdened Interests;

(F) Any amounts received as advance payments for Minerals to be produced in the future from, or which may accrue or be allocable to any portion of the Burdened Interests, pursuant to any advance payment, take-or-pay or ratable-take agreement or provision;

(G) Any amounts received in connection with the drilling or deferral of drilling of any well on any portion of the Burdened Interests, as dry-hole or bottom-hole payments relating to any portion of the Burdened Interests, or as payments from third parties for

the use of gas plants or other Related Personal Property (including without limitation, payments for such things as compression, dehydration, treatment, gathering and platform space rentals with respect to production of Minerals);

(H) Any amounts received for conformance of investment in connection with the creation, expansion or contraction of any unit or units in which any portion of the Burdened Interests is or becomes included;

(I) Any amounts received from the sale of Minerals that were purchased by or for the account of Owner and processed in gas plants or similar facilities on, appurtenant to or relating to any portion of the Burdened Interests or in other Related Personal Property;

(J) For each Accounting Month, an amount equal to any additional credits required with regard to Windfall Profit Tax matters pursuant to Section 3.04, and any amounts equal to interest if required pursuant to Section 3.02(b)(i) below;

(K) An amount equal to 11.111 percent of any taxes which would be a debit under Section 3.03(a)(i)(G)(1) or (2) to the Net Proceeds Account if they were accrued or paid by Owner but which are not accrued or paid by Owner because they are paid or deposited directly by or withheld directly from Grantee;

(L) For each Accounting Month, an amount, if any, equal to the amount debited to the Net Proceeds Account under Section 3.03(a)(i)(M) for that Accounting Month; and

(M) Except as provided in Section 3.02(b) below, an amount equal to all other moneys, credits (other than income tax credits) and the fair market value of all other things of value received in respect of any portion of the Burdened Interests, Subject Minerals or Related Personal Property (including without limitation, any adjustments to or refunds of taxes the amount of which was previously debited to the Net Proceeds Account pursuant to Section 3.03(a)(i)(G), but not including refunds of Windfall Profit Tax attributable to crude oil removed or deemed to be removed (as defined in the Treasury regulations under section 4996 of the Code) from the premises (as defined in section 4988(c) of the Code) in periods prior to the Effective Time).

(ii) An amount equal to that portion of: (A) all cash received by ARPCO from the Participating Partnerships at the time the Burdened Interests were assigned to ARPCO (except cash used by ARPCO to pay PLC for advances to the Participating Partnerships or to pay any bank lenders to the Participating Partnerships), and (B) all proceeds of all other assets acquired by ARPCO from any of the Participating Partnerships, including without limitation, contingent and unknown assets (except any

proceeds governed by Sections 3.02(a)(i), 4.06(a) or 4.06(b), and except any refunds of Windfall Profit Tax attributable to crude oil removed or deemed to be removed (as defined in Treasury regulations under section 4996 of the Code) from the premises (as defined in section 4988(c) of the Code) in periods prior to the Effective Time), reasonably allocated by ARPCO to each Net Proceeds Account (ARPCO being obligated hereby to allocate reasonably all such cash and proceeds among all of the then-existing Net Proceeds Accounts).

(iii) If any of the Burdened Interests is sold pursuant to Section 4.06(a), an amount equal to 111.111 percent of the amount by which the Purchase Price was reduced pursuant to Section 4.06(a)(i)(A) by reason of a debit balance in the Net Proceeds Account as of the end of the Accounting Month during which the sale was closed, which credit shall be made with respect to the Accounting Month immediately following the closing of the sale.

(b) Except as hereinafter provided, no Net Proceeds Account established pursuant to Section 3.01 shall be credited with any of the following:

(i) Any proceeds of sale of Subject Minerals that are withheld or suspensed by Owner or a third party or deposited with an escrow agent by Owner or a third party because of the existence of a controversy or possible controversy with regard to the correct or lawful sales price of any Subject Minerals or with regard to the proper payment of lessors' royalties, overriding royalties, production payments and other similar burdens payable to third parties with respect to any portion of the Burdened Interests; provided, however, that any such proceeds released by Owner or a third party to or for the account of Owner or any Nominee upon settlement of any such controversy shall be credited to the Net Proceeds Account when so released or received by Owner or such Nominee. Amounts credited under the provisons of this Section 3.02(b)(i) shall include: (A) any interest on such released proceeds that may be paid by third parties, and (B) if such released proceeds were withheld or suspensed by Owner or deposited with an escrow agent by Owner, an amount equal to interest on such released proceeds for the period of withholding, suspension or escrow equal to the rate on 30-day U.S. Treasury Bills in effect on the last day of each Accounting Month during which such released proceeds were withheld, suspensed or escrowed.

(ii) Any amounts received on account of the sale of any portion of the Burdened Interests, which amounts shall be subject to the provisions of Section 4.06(a) or Section 4.06(b), as the case may be.

3.03 Debits. (a) Subject to the provisions of Sections 3.03(c) and 3.08, each Net Proceeds Account established pursuant to Section 3.01 for a portion of the Burdened Interests shall be debited with the following (whether paid or accrued by Owner or paid by others for Owner's account) if, as and when the following are accrued by Owner, at or after the Effective Time, in accordance with generally accepted

accounting principles, or shall be debited at the time otherwise expressly provided for in this Section 3.03. The terms "paid," "charged," "incurred" and the like are used below only in the context of defining the expense items described below, and shall not control the timing of debits of such items to the Net Proceeds Account (which shall be governed by the preceding sentence).

(i) To the extent the following are attributable to such portion of the Burdened Interests, or the Subject Minerals or Related Personal Property attributable thereto:

(A) An amount equal to all costs for: (1) all direct labor, transportation and other services necessary for operating, developing and maintaining any portion of the Burdened Interests or Related Personal Property; (2) all Permitted Drilling and all reworking operations performed with respect to any portion of the Burdened Interests; (3) all Related Personal Property (provided that if Related Personal Property covered by another Net Proceeds Account or owned by Owner or an Affiliate is placed on or becomes appurtenant or related to such portion of the Burdened Interests, an amount equal to the fair market value of that Related Personal Property at the time of the transfer shall be debited to the Net Proceeds Account thereafter covering such Related Personal Property, as provided in Section 4.03); (4) all fabricating, transporting, constructing, positioning and installing of platforms, pipelines, gas processing plants and other production facilities on, appurtenant to or relating to any portion of the Burdened Interests; (5) all fluid or gas injection, pressure maintenance, secondary and tertiary recovery, repressuring and cycling operations relating to the production of Minerals from or allocated to any portion of the Burdened Interests; (6) all processing, compression, treatment, dehydration, manufacture, separation, fractionating, refinement, marketing, gathering and transportation of Minerals from or allocated to any portion of the Burdened Interests; (7) all hydrocarbons purchased by or for the account of Owner and processed in gas plants or similar facilities on, appurtenant to or related to any portion of the Burdened Interest or in other Related Personal Property; (8) any items charged to Owner or Owner's account for conformance of investment in connection with the creation, expansion or contraction of any unit or units in which any portion of the Burdened Interests is or becomes included (except any such items attributable to the interests of non-consenting parties under the non-consent provisions of any unit agreement or unit operating agreement that arise from non-consent elections made after the Effective Time); (9) Abandonment Costs relating to any portion of the Burdened Interests; (10) all charges, whether or not described elsewhere herein, billed by and paid to any operator (including any Affiliate) or incurred by Owner, in each case pursuant to any operating agreement with an independent third party or parties covering any portion of the Burdened Interests, to the

extent such charges are not otherwise debited to the Net Proceeds Account; and (11) if Owner and/or any Affiliate owns the entire operating interest in any portion of the Burdened Interests (whether or not such portion of the Burdened Interests is subject to an operating agreement), such charges determined by Owner to be customary at that time for "Overhead--Fixed Rate Basis" as that term is defined in Article III, Paragraph 1A of the standard form COPAS-1974 "Accounting Procedure--Joint Operations" recommended by the Council of Petroleum Accountants Societies of North America or such successor form thereto as may be in effect from time to time (determined from an average of industry rates at that time for similar oil and gas operations in the same geographical region);

(B) An amount equal to the costs incurred by Owner for maintaining the Leases in effect and for evaluating the Subject Minerals, including without limitation, expenses for title opinions and title curative, general legal advice, filing and recording fees; bonus and any other amounts payable for extensions and renewals of Burdened Interests; rentals, shut-in gas royalties and minimum royalties; geological, geophysical, seismic and other pre-drilling evaluation costs (except any such costs that Owner determines, in accordance with reasonable and prudent business judgment, should be charged to the farmee under any Farmout Agreement entered into pursuant to Section 4.07 in which the farmee is an Affiliate); and expenses for independent reserve engineering reports covering any portion of the Burdened Interests;

(C) An amount equal to the costs incurred by Owner as payments in connection with the deferral of drilling of any well on any portion of the Burdened Interests, as dry-hole or bottom-hole payments relating to any portion of the Burdened Interests, or as payments to third parties for the use of facilities for such things as compression, dehydration, treating and gathering charges or platform space rental with respect to production of Minerals from or allocated to any portion of the Burdened Interests;

(D) Any amounts paid as refund, interest or penalty to a purchaser of Minerals produced from or allocated to any portion of the Burdened Interests, or to any governmental agency or other person because the amount initially received as sales price for Minerals was more, or allegedly more, than permitted by the terms of any applicable contract, statute, regulation, order, decree or other obligation, except any amounts withheld, suspensed or escrowed pursuant to Section 3.02(b)(i);

(E) Any amounts paid to third parties as settlement for any change or adjustment in ownership interests affecting any portion of the Burdened Interests (except any amounts

paid by Owner on account of any non-consenting party's interest in any non-consent operations with respect to which Owner is a consenting party and arising from a non-consent election made by Owner after the Effective Time and except any amounts withheld, suspensed or escrowed pursuant to Section 3.02(b)(i);

(F) Any amounts paid to third parties as settlement on account of any overproduction of Minerals, or as a refund or settlement on account of any payments previously received pursuant to any advance payment, take-or-pay or ratable-take agreement or provision, for Minerals to be produced in the future from or allocated to any portion of the Burdened Interests;

(G) An amount equal to: (1) all taxes (together with all interest, penalties and additional assessments related thereto) paid or deposited by, or withheld from, Owner in respect of the interest of Owner in any portion of the Burdened Interests, Subject Minerals or Related Personal Property, including without limitation, ad valorem, property, production, severance, occupation and any other taxes assessed against or attributable to any portion of the Burdened Interests, Subject Minerals or Related Personal Property; (2) any of such types of taxes attributable to the interest of Grantee in such portion of the Burdened Interests or Subject Minerals paid or deposited by, or withheld from, Owner pursuant to Section 3.03(b), and (3) an amount equal to 11.111 percent of all refunds received by Grantee or Grantee's partners, or claimed by persons who are beneficiaries of Grantee's partners of taxes the amount of which was previously credited to the Net Proceeds Account under Section 3.02(a)(i)(K); provided, however, that any of the foregoing amounts shall not be so debited to the extent that such amounts include mortgage or income taxes or Windfall Profit Tax, or are paid from amounts withheld, suspensed or escrowed pursuant to Section 3.02(b)(i); and provided further that debits arising under subsection 3.03(a)(i)(G)(2) shall be debited in the same Accounting Month as they would be debited if they arose from taxes attributable to the interest of Owner in the Burdened Interests or Subject Minerals, and debits arising under subsection 3.03(a)(i)(G)(3) shall be debited in the Accounting Month in which such refunds are received by Grantee or Grantee's partners or in which instructions for claiming such refunds are furnished to persons who are beneficiaries of Grantee's partners;

(H) An amount equal to all insurance and bond premiums paid for insurance and bonds carried with respect to any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(I) An amount equal to all expenditures incurred in connection with or in settlement of all litigation, losses, liabilities,

demands, claims, damages, judgments and other similar expenses (including without limitation, legal services) relating to any portion of the Burdened Interests or Related Personal Property, the development, operation or maintenance thereof, the marketing of Subject Minerals, except to the extent that such expenditures were incurred in connection with any legal proceeding brought pursuant to Section 4.13 or Article V by Grantee or any of its successors or assigns, in which it is finally adjudged or decreed, or conceded by Owner, that Grantee (or the Secured Lenders) is or was entitled to injunctive or other equitable relief or that there was, at the time the proceeding was brought, an unremedied default by Owner in performance of any of Owner's obligations set forth in this Conveyance;

(J) An amount equal to the costs incurred in making any filings or applications with any governmental agency relating to any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(K) For each Accounting Month, an amount equal to the additional debit, if any, determined under Section 3.09 with respect to any debit balance in the Net Proceeds Account for the immediately preceding Accounting Month;

(L) For each Accounting Month, an amount equal to any additional debits required with regard to Windfall Profit Tax matters pursuant to Section 3.04, or for income tax adjustments or other amounts debitable pursuant to Section 3.05;

(M) For each Accounting Month, an amount, if any, equal to 8.333 percent (or, if such Accounting Month falls in a taxable year of Owner consisting of less than twelve months, that percentage which equals one divided by the number of months in such taxable year) of Owner's estimated federal income tax deduction, for Owner's taxable year in which such Accounting Month falls, for depreciation or cost recovery on tangible assets included in Related Personal Property acquired by ARPCO from the Participating Partnerships;

(N) An amount equal to all other costs, expenses and liabilities (except payments of amounts withheld, suspensed or escrowed pursuant to Section 3.01(b)(i)) incurred for: (1) the necessary or proper development, operation and maintenance of the Burdened Interests or Related Personal Property, and (2) marketing the Subject Minerals;

(ii) An amount equal to all other costs, expenses and liabilities relating or attributable to any portion of the Burdened Interests, the Royalty Interests, the administration of this Conveyance, the maintenance of records and the performance of obligations hereunder or the provision of any information to Grantee or any of its partners that are not otherwise debited to the Net Proceeds

Account pursuant to Section 3.03(a)(i), to the extent that such costs are fairly and reasonably allocable such portion of to the Burdened Interests, Subject Minerals and Related Personal Property, including without limitation: (A) an allocated share of reasonable costs and expenses paid to third parties incurred in connection with providing and preparing information for such reports and filings as may be necessary for Grantee or any of its partners to comply with the Securities Act of 1933 as amended, the requirements of the Securities Exchange Act of 1934 as amended, applicable stock exchange requirements, the Code and reporting requirements to the security holders of Grantee or any of its partners or to Secured Lenders, and (B) a share of General and Administrative Expenses accrued by Owner and its Affiliates, allocated as hereinafter provided. "General and Administrative Expenses" means the expenses of employee compensation and benefits, executive management, bookkeeping, accounting, reporting, data processing, data processing systems, indirect legal services, mail, office rent, clerical and other office employees, travel and telephone charges, and other items of a general and administrative nature, whether like or unlike the foregoing, reasonably incurred by Owner or its Affiliates. The share of General and Administrative Expenses charged as a debit hereunder shall be determined by Owner on the basis of a fair and reasonable allocation of the total General and Administrative Expenses accrued by Owner and its Affiliates between their activities unrelated to the Burdened Interests, Subject Minerals and Related Personal Property on the one hand, and their activities related thereto on the other hand (and, as to the share attributable to the latter, among the various Individual Burdened Interests); provided, however, and without limitation, that the total General and Administrative Expenses shall not include any costs, expenses or liabilities of Owner or any of its Affiliates allocable to American Royalty Partnership Management Company, a Colorado corporation, or incurred in connection with (AA) activities unrelated to oil and gas activities, (BB) the creation and development of new investment products, or (CC) the marketing and sales of investment products;

(iii) An amount equal to all debts and liabilities of the Participating Partnerships assumed by ARPCO pursuant to the Consolidation Agreement (including without limitation, liabilities of the Participating Partnerships for Windfall Profit Tax not due until after the Effective Time, but paid prior to the Effective Time by PLF on behalf of the Participating Partnerships, and Windfall Profit Tax due with respect to crude oil removed or deemed to be removed (as defined in the Treasury regulations under section 4996 of the Code from the premises (as defined in section 4988(c) of the Code) during the two-calendar-month period immediately preceding the Effective Time, but with respect to which Windfall Profit Tax is paid or withheld after the Effective Time), and all debts and liabilities of ARPCO, any general partner of ARPCO or any affiliate of any general partner of ARPCO arising, or imposed on ARPCO, any general partner of ARPCO or any affiliate of any general partner of ARPCO, because of its status as succes-

sor-in-interest to the Participating Partnerships under the Consolidation Agreement, or because of its former status as general partner of the Participating Partnerships, including without limitation, all contingent and unknown liabilities (at the time they become known and accrued), but excluding: (A) all liabilities discharged and other payments made with the proceeds of Windfall Profit Tax refunds attributable to crude oil removed or deemed to be removed (as defined in Treasury regulations under section 4996 of the Code) from the premises (as defined in section 4988(c) of the Code) in a period prior to the Effective Time; (B) all of the Participating Partnerships' indebtedness to banks, (C) all of the Participating Partnerships' indebtedness to PLC for advances to them; provided, however, that if the actual amount of the Participating Partnerships' total indebtedness to PLC for advances, as finally determined by PLC, exceeds the amount of advances for which PLC received cash or units in American Royalty Trust from Owner at the time of the closing of the transaction in which the Royalty Interests were created (the amount of advances for which such units were issued being deemed to equal 100 percent of the advances used in calculating the number of such units to be received by PLC), the Net Proceeds Accounts shall be debited with amounts equal to such excess (all of which amounts shall be fairly and reasonably allocated by Owner among all of the Individual Burdened Interests at the time when such excess is ascertained by Owner); and (D) all liabilities (other than liabilities for Windfall Profit Tax deficiencies of the Participating Partnerships imposed under section 6232(c) of the Code) of ARPCO, any Affiliate, any general partner of ARPCO or any affiliate of any general partner of ARPCO arising, or imposed on it, because of its former status as general partner of any Participating Partnership, for which the general partner of such Participating Partnership would not have been entitled to receive reimbursement under the limited partnership agreement of such Participating Partnership (but specifically excluding liabilities for Windfall Profit Tax deficiencies arising from any Participating Partnership's election under section 6232(c) of the Code).

(iv) An amount equal to all costs and expenses of Owner or its Affiliates incurred in connection with the creation of the Royalty Interests or any transaction relating thereto not covered by Section 3.03(a)(iii), including without limitation, any of the "Transaction Costs" referred to in the Proxy Statement/Prospectus used in connection with the solicitation of votes from the limited partners of the Participating Partnerships approving the transactions resulting in the creation of the Royalty Interest (which costs and expenses shall be fairly and reasonably allocated by Owner among all of the Individual Burdened Interests), but not including any such costs or expenses fairly and reasonably allocable to the refinancing of that portion of the bank debt of the Participating Partnerships assumed by ARPCO but not by Grantee.

(v) With respect to the Group I Account only, and then only to the extent of any credit balance in the Group I Account for that Accounting Month (determined after deduction of all of the debits required for that Accounting Month by the foregoing provisions of this Section 3.03 from all of the credits required for that Accounting Month by the provisions of Section 3.02): an amount equal to the debit, if any, required pursuant to Section 3.06 for that Accounting Month; and, to the extent of any credit balance remaining after deduction of any debit required pursuant to Section 3.06, an amount equal to the debit, if any, required pursuant to Section 3.07.

(vi) An amount equal to the debits, if any, required for that Accounting Month pursuant to Sections 3.08(e), 3.08(f) or 3.08(g).

(b) Owner, as an accommodation to Grantee, and to the extent permitted by applicable law, agrees to be responsible for: (i) rendering for purposes of ad valorem, property, production, severance, occupation and other taxes (but not mortgage or income taxes or Windfall Profit Tax) the interest of Grantee in the Burdened Interests and Subject Minerals to the extent that such interest is required to be rendered pursuant to any applicable statute imposing such taxes, and (ii) paying (through payment or deposit by Owner or its agents or through withholding from Owner) the applicable taxes attributable to such interest. Owner shall be entitled to debit the Net Proceeds Account by the amount of the taxes so paid, withheld or deposited in respect of the interest of Grantee in the Burdened Interests and Subject Minerals covered by such Net Proceeds Account, in accordance with Section 3.03(a)(i)(G).

(c) As, when and to the extent required by Section 3.08, Owner shall defer debiting to the Net Proceeds Account costs, expenses and liabilities accrued by Owner and otherwise then debitable to the Net Proceeds Account. Amounts so deferred shall be debited to the Deferral Account or Accounts established by Owner for that purpose, as provided in Section 3.08(d). Amounts so deferred may be debited to the Net Proceeds Account as, when and to the extent provided in Sections 3.08(e), 3.08(f) and 3.08(g).

3.04 Debits and Credits for Windfall Profit Tax. (a) Owner and Grantee acknowledge that, under section 4996(a) of the Code, for the purpose of computing the Windfall Profit Tax, Owner will generally be treated as the Producer of 10 percent, and Grantee will generally be treated as the Producer of 90 percent, of that crude oil produced from the Burdened Interests of which either Owner or Grantee is treated as the Producer.

(b) If, in any Taxable Period, Owner is treated as the Producer of more than 10 percent of the crude oil produced from any Individual Burdened Interest, then the applicable Net Proceeds Account shall be debited with an amount equal to 111.111 percent of the Windfall Profit Tax, if any, imposed for the same Taxable Period on such crude oil in excess of 10 percent of the crude oil from such Individual Burdened Interest of which Owner is treated as the Producer. For purposes of this Section 3.04(b), the amount of Windfall Profit Tax imposed on any such excess crude oil for any Taxable Period shall be deemed to be the product of (i) the Windfall Profit Tax imposed on all of such crude oil of which Owner is treated as the Producer for that taxable

period, multiplied by (ii) a fraction, the numerator of which is the denominator minus ten, and the denominator of which is the percentage of the crude oil produced from the particular Individual Burdened Interest in that Taxable Period of which Owner is treated as the Producer.

(c) If, in any Taxable Period, Grantee is treated as the Producer of more than 90 percent of the crude oil produced from any Individual Burdened Interest, then the applicable Net Proceeds Account shall be credited with an amount equal to 111.111 percent of the Windfall Profit Tax, if any, imposed for the same Taxable Period on such crude oil in excess of 90 percent of the crude oil from such Individual Burdened Interest of which Grantee is treated as the Producer. For purposes of this Section 3.04(c), the amount of Windfall Profit Tax imposed on any such excess crude oil for any Taxable Period shall be deemed to be the product of (i) the Windfall Profit Tax imposed on all of such crude oil of which Grantee is treated as the Producer for that taxable period, multiplied by (ii) a fraction, the numerator of which is the denominator minus 90, and the denominator of which is the percentage of the crude oil produced from the particular Individual Burdened Interest in that Taxable Period of which Grantee is treated as the Producer.

(d) If Owner or Grantee receives a refund for any Taxable Period of any Windfall Profit Tax which previously resulted in a debit to a Net Proceeds Account under Section 3.04(b) or a credit to a Net Proceeds Account under Section 3.04(c), such Net Proceeds Account shall be credited (in the case of a refund received by Owner) or debited (in the case of a refund received by Grantee) with an amount equal to the difference between the amount originally debited or credited to such Net Proceeds Account under Sections 3.04(b) or 3.04(c) on account of Windfall Profit Tax imposed for that Taxable Period and the amount which would have been debited or credited to such Net Proceeds Account under Sections 3.04(b) or 3.04(c) on account of Windfall Profit Tax for that Taxable Period if the Windfall Profit Tax imposed with respect to that Producer and that Taxable Period had been reduced by the amount of the Windfall Profit Tax refund received with respect to that Taxable Period. For purposes of this Section 3.04(d), any refund of Windfall Profit Tax received due to application of the net income limitation described in section 4988(b) of the Code shall be deemed to have accrued ratably over the time period to which such net income limitation was applied for purposes of obtaining the Windfall Profit Tax refund.

(e) If any of the debits or credits to a Net Proceeds Account provided for in Section 3.04(d) to reflect Windfall Profit Tax refunds are required to be taken into account in determining the portions of crude oil produced from the Burdened Interests as to which Owner and Grantee are, respectively, to be treated as the Producers, and if, as a result of taking such refunds into account for that purpose, either Owner or Grantee is entitled to a smaller Windfall Profit Tax refund than it would have been entitled to if the correct amount of the Windfall Profit Tax had originally been debited or credited to such Net Proceeds Account (the difference between the two amounts being referred to in this Section 3.04(e) as the "Refund Difference") then:

(i) If it is Owner who receives the smaller refund, such Net Proceeds Account shall be debited with an amount equal to 111.111 percent of the Refund Difference; and

(ii) If it is Grantee who receives the smaller refund, such Net Proceeds Account shall be credited with an amount equal to 111.111 percent of the Refund Difference.

(f) For purposes of this Section 3.04, if Owner or Grantee is a partnership, then references to Owner shall include Owner's partners, taken collectively, references to Grantee shall include Grantee's partners and persons holding beneficial interests in Grantee's partners, taken collectively, and Windfall Profit Tax refunds claimable by any partner shall be deemed received by the partnership.

3.05 Income Tax Adjustment. (a) If Owner, in computing its taxable income subject to federal or state income tax, or in computing the taxable base for other taxes imposed in the future by federal or state governments on income or wealth, (i) cannot exclude or deduct all or a portion of a payment made to Grantee with respect to any Net Proceeds Account under Section 3.10(a) (such payment or portion of a payment being referred to herein as the "Nondeductible Payment"), and (ii) must include in its taxable income or other tax base all or a portion of the Net Proceeds out of which the Nondeductible Payment is made, and (iii) is not entitled to an offsetting deduction or deductions (A) the sum of the current and deferred portions of which is at least equal to the amount of the Nondeductible Payment and (B) which arise from such Nondeductible Payment or the obligation to make such Nondeductible Payment, or which are attributable to depletion, depreciation, cost recovery and amortization properly attributable to the Net Proceeds out of which the Nondeductible Payment is made, then a debit to the Net Proceeds Account to which such Nondeductible Payment is attributable shall be made in an amount sufficient to cause Grantee to bear its share of the economic burden of the resulting tax (plus penalties and interest, if any) imposed on Owner (or, if Owner is a partnership, Owner's partners) on the portion of the Nondeductible Payment which is paid from Net Proceeds taxable to Owner, to the extent (x) such portion does not give rise to an offsetting deduction to Owner and (y) no offsetting deduction properly attributable to such Net Proceeds is otherwise available to Owner. An "offsetting deduction," for purposes of this Section 3.05, means either a current deduction or a deferred deduction for depletion, depreciation, cost recovery or amortization, at least part of which is deductible currently.

(b) The "economic burden" of resulting taxes (plus penalties and interest, if any) shall, for purposes of this Section 3.05, be measured generally by reference to out-of-pocket payments for taxes, penalties and interest (including installment payments of estimated taxes), but in the event that no out-of-pocket payments or reduced out-of-pocket payments are required due to the utilization of net operating losses, tax credits or similar offsets, the "economic burden" of resulting taxes shall take into account the economic value of the net operating losses, tax credits or similar offsets so utilized (measured by their discounted present value (using a discount rate equal to then-prevailing interest rates for commercial financing of a term equal to the period over which the net operating losses, tax credits or similar offsets are to be discounted) for the reduction of reasonably anticipated future tax liabilities). In the event that future out-of-pocket payments for taxes will be reduced due to the allowability of future deductions attributable to the portion of the Nondeductible Payment which gives rise to the debit under Section 3.05(a), the "economic burden" of resulting taxes shall take into account the eco-

nomic value of such future deductions (measured by their discounted present value (using a discount rate equal to then-prevailing interest rates for commercial financing of a term equal to the period over which the future deduction is to be discounted) for the reduction of reasonably anticipated future tax liabilities) or, in the alternative and at Owner's election, a credit to the Net Proceeds Account shall be made in an amount sufficient to cause Grantee to receive its share of the economic benefit to Owner of the tax reduction attributable to such deduction in the Accounting Month in which such deduction results in a reduced out-of-pocket payment for taxes by Owner. Grantee's share of such economic burden or economic benefit shall be 90% of such economic burden or economic benefit. In determining the amount sufficient to cause Grantee to bear its share of such economic burden, there shall be taken into account the effect that additional debits under Section 3.05 (a) and the payment of interest in respect of resulting taxes will have on the taxable income (or other tax base) and the resulting tax imposed on Owner.

(c) At least 30 days before the end of any Accounting Month for which Owner intends to make a debit to the Net Proceeds Account under Section 3.05(a), Owner shall provide Grantee with a written statement setting forth in detail the reasons why Owner believes a debit is appropriate pursuant to Section 3.05(a) and setting forth in detail Owner's computation of the proper amount of the debit under Section 3.05(a), and attaching either: (i) an opinion of counsel that conditions (i), (ii) and (iii) of Section 3.05(a) have been met; or (ii) either: (x) a written determination from the Internal Revenue Service directed to Owner (or, if Owner is a partnership, Owner or Owner's partners) regarding the Royalty Interest (which may take the form of a revenue agent's report, a private letter ruling or technical advice memorandum, or other similar communication) which concludes directly, or in the opinion of counsel requires for its conclusion, that conditions (i), (ii) and (iii) of Section 3.05(a) have been met; or (y) a judicial decision in a case in which Owner (or, if Owner is a partnership, Owner or Owner's partners) is a party which concludes directly, or in the opinion of counsel requires for its conclusion, that conditions (i), (ii) and (iii) of Section 3.05(a) have been met; or (z) a document described in item (x) or (y), or some combination of the documents described in items (x) and (y), of this Section 3.05(c)(ii) which concludes directly or which, taken together, conclude directly, that conditions (i), (ii) and (iii) of Section 3.05(a) have been met, together with an opinion of counsel that it is significantly more likely than not that all of the conditions of Sections 3.05(a) have been met.

(d) Owner shall debit to the Net Proceeds Account for any Accounting Month an amount equal to 111.111 percent of all costs incurred by Owner, including legal fees and expenses, for that Accounting Month in connection with contesting any assertion by a federal or state governmental agency which, if adversely determined, might result in a debit to the Net Proceeds Account under Section 3.05(a).

3.06 Beta Production Payment Deficits. If, at the end of any Accounting Month, the Net Proceeds Account provided for in the Assignment, Bill of Sale and Conveyance referred to in Section 1.04 above reflects a debit balance, then the Group I Account shall be debited, as provided in Section 3.03(a)(v), with an amount equal to such debit balance if the Group I Account at the end of such Accounting Month reflects a credit balance (as calculated pursuant to

the provisions of this Conveyance other than this Section 3.06 and Sections 3.07 and 3.08) equal to or greater than such debit balance. If the Group I Account at such time reflects a credit balance less than such debit balance, then a debit to the Group I Account shall be made only in the amount of such credit balance.

3.07 Group II Account and Group III Account Deficits. If, at the end of any Accounting Month, either the Group II Account or the Group III Account, or both, reflect a debit balance (as calculated pursuant to the terms of this Conveyance other than this Section 3.07 and Section 3.08) then, if the Group I Account reflects a credit balance (as calculated pursuant to the terms of this Conveyance other than this Section 3.07 and Section 3.08), the Group I Account shall be debited with an amount equal to such debit balance or debit balances; provided however, that if the credit balance in the Group I Account is less than the total of the debit balance or debit balances in the Group II Account and/or the Group III Account, then the debit to the Group I Account shall be made only in the amount of the credit balance reflected in the Group I Account; and provided, further, that if both the Group II Account and the Group III Account reflect a debit balance, then the debit to the Group I Account shall reflect a "proportionate share" of the debit balances contained in each of the Group II Account and the Group III Account (collectively the "Debit Accounts"). The "proportionate share" of the debit balances shall be calculated for each Debit Account by dividing the amount of the debit balance for such Debit Account by the total of the debit balances for the two Debit Accounts. To the extent of any debit to the Group I Account made pursuant to this Section 3.07, a credit of an equal amount shall be made to the account giving rise to such debit.

3.08 Deferral of Certain Debits. (a) General. Certain terms used in this Section 3.08 are defined in Section 3.08(h). In calculating Net Proceeds for the various Net Proceeds Accounts for any Accounting Month, Owner shall defer debiting to those accounts for that month all amounts otherwise debitable pursuant to Sections 3.03, 3.04 and 3.05 for that month if, when and to the extent required pursuant to Section 3.08(b) (as to any Net Proceeds Account other than a Foreclosure Net Proceeds Account) or pursuant to Section 3.08(c) (as to any Foreclosure Net Proceeds Account); provided, however, that Owner shall not be required to defer debiting Lease Operating Expenses and certain Capital Expenditures and Windfall Profit Tax adjustments, as more fully provided in Sections 3.08(b), 3.08(c) and 3.08(h)(v). Owner shall establish and maintain Deferral Accounts as provided in Section 3.08(d). Owner shall have the right to debit to the appropriate Net Proceeds Account amounts previously deferred pursuant to this Section 3.08, when and to the extent provided pursuant to Section 3.08(e) (when only one of the Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts) has Net Proceeds), or pursuant to Section 3.08(f) (when more than one of the Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts) has Net Proceeds), or pursuant to Section 3.08(g) (as to Foreclosure Net Proceeds Accounts).

(b) General Deferral Provisions (Excluding Foreclosure Net Proceeds Accounts). If, for any Accounting Month, Aggregate Pre-deferral Net Proceeds do not equal or exceed the General Deferral Level for that Accounting Month, Owner shall defer debiting to the various Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts, to which the provisions of this Section 3.08(b) are inapplic-

able; see Section 3.08(c)) Deferrable Amounts otherwise then debitable, such deferral to be made in an aggregate amount (the "Required Aggregate Deferral") sufficient to cause Aggregate Post-deferral Net Proceeds for that Accounting Month to equal the General Deferral Level for that Accounting Month; such deferral to be made, in the Agreed Order, to the various Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts), and, with respect to each such account as to which a deferral is required hereunder for that Accounting Month, to the extent of all Deferrable Amounts then debitable to such account, until the aggregate amount of debits so deferred equals the Required Aggregate Deferral or all Deferrable Amounts have been so deferred, whichever first occurs. (By way of illustration and without limiting the foregoing, if, for a particular month, Aggregate Pre-deferral Net Proceeds equaled 100; the General Deferral Level equaled 120; Net Proceeds equaled 80 for the Group I Account, 5 for the Group II Account, and 15 for the Group III Account; and the Deferrable Amount equaled 15 for the Group I Account, 2 for the Group II Account and 4 for the Group III Account, then, based upon the Agreed Order, 15 would be deferred from the Group I Account, 4 from the Group III Account and 1 from the Group II Account to reach the Required Aggregate Deferral of 20.)

(c) Deferral Provisions for Foreclosure Net Proceeds Accounts. If, for any Accounting Month and any Foreclosure Net Proceeds Account, the Pre-deferral Net Proceeds for that Accounting Month and account do not equal or exceed the Foreclosure Deferral Level for that Accounting Month and account, Owner shall defer debiting to that Foreclosure Net Proceeds Account the lesser of: (i) Deferrable Amounts for that Accounting Month and account sufficient to cause the Post-deferral Net Proceeds for that Accounting Month and account to equal the Foreclosure Deferral Level for that Accounting Month and account, or (ii) all Deferrable Amounts for that Accounting Month and account.

(d) Establishment of Deferral Accounts. All amounts (other than Group I Deferred Capital Expenditure Debits) the debiting of which to a Net Proceeds Account is deferred pursuant to this Section 3.08 shall be debited to a separate account (the "General Deferral Account") established by Owner with respect to such Net Proceeds Account. All Group I Deferred Capital Expenditure Debits shall be debited to a separate account (the "Group I Deferred Capital Expenditure Account") established by Owner with respect to the Group I Account. A separate General Deferral Account shall be maintained with respect to each Net Proceeds Account. (Any such account (including the Group I Deferred Capital Expenditure Debit Account) may be referred to herein as a "Deferral Account.") An additional debit shall be made to each Deferral Account, monthly, in an amount equal to interest for such Accounting Month on the debit balance of such Deferral Account as of the first day of that Accounting Month, at an annual rate equal to the Prime Rate in effect on the first day of that Accounting Month plus one percent per annum.

(e) Charge Back of Deferred Amounts to Only One of the Net Proceeds Accounts (Excluding Foreclosure Net Proceeds Accounts). If, for any Accounting Month: (i) Aggregate Pre-deferral Net Proceeds exceed the General Deferral Level; and (ii) a debit balance exists in a Deferral Account, other than a Deferral Account established with respect to a Foreclosure Net Proceeds Account (as to which the provisions of this Section 3.08(e) do not apply; see Section 3.08(g)); and (iii) Net Proceeds (calculated prior

to [illegible]ation of this Section 3.08) exist for the Net Proceeds Account with respect to which that Deferral Account (or, in the case of the Group I Account, Deferral Accounts) was created, then Owner shall debit that Net Proceeds Account, and shall credit the Deferral Account (or in the case of the Group I Account, Deferral Accounts) established with respect to that Net Proceeds Account (such credit to be made, in the case of the Group I Account, first, to the Group I Deferred Capital Expenditure Account, and then to the General Deferral Account established with respect to the Group I Account, such order to apply both with respect to credits made to such Deferral Accounts pursuant to this Section 3.08(e) or pursuant to Section 3.08(f)), with an amount equal to the Potential Deferral Chargeback Amount for that Net Proceeds Account and Accounting Month; or, if a debit to that Net Proceeds Account of the full amount of such Potential Deferral Chargeback Amount would cause the Aggregate Post-deferral Net Proceeds for that Accounting Month to be less than the General Deferral Level for that Accounting Month, then Owner shall credit that Deferral Account (or in the case of the Group I Account, Deferral Accounts) and debit that Net Proceeds Account by such lesser amount as will permit the Aggregate Post-deferral Net Proceeds for that Accounting Month to equal the General Deferral Level for that Accounting Month.

(f) Charge Back of Deferred Amounts to More than One of the Net Proceeds Accounts (Excluding Foreclosure Net Proceeds Accounts). If, for any Accounting Month: (i) Aggregate Pre-deferral Net Proceeds exceed the General Deferral Level; and (ii) debit balances exist in Deferral Accounts established with respect to more than one Net Proceeds Account (other than a Foreclosure Net Proceeds Account, as to which the provisions of this Section 3.08(f) do not apply); and (iii) Net Proceeds (calculated prior to application of this Section 3.08) exist for more than one of those Net Proceeds Accounts, then credits may be made to one or more of those Deferral Accounts, and debits may be made to the corresponding Net Proceeds Accounts, in the manner hereinafter provided, in an amount not exceeding, with respect to any particular Net Proceeds Account, the Potential Deferral Chargeback Amount for that Net Proceeds Account and Accounting Month. As between or among those Net Proceeds Accounts with respect to which the Potential Deferral Chargeback Amount for that Accounting Month is greater than zero (the "Relevant Net Proceeds Accounts") and their corresponding Deferral Accounts, debits and credits shall be made pursuant to this Section 3.08(f), for that Accounting Month, in the Reverse Agreed Order, to the full extent of the Potential Deferral Chargeback Amount for that Accounting Month for each Relevant Net Proceeds Account (and in the case of the Group I Account, first to the Group I Debitable Capital Expenditure Account and then to the General Deferral Account); provided, however, that if any such debit to a Net Proceeds Account would cause the Aggregate Post-deferral Net Proceeds for that Accounting Month to be less than the General Deferral Level for that Accounting Month, then such debit (and the corresponding credit to the related Deferral Account) shall not be made.

(g) Charge Back of Deferred Amounts for Foreclosure Net Proceeds Accounts. If, for any Accounting Month and any Foreclosure Net Proceeds Account: (i) Pre-deferral Net Proceeds exceed the Foreclosure Deferral Level for that account; and (ii) a debit balance exists in the Deferral Account established with respect to that Net Proceeds Account; and (iii) Net Proceeds (calculated prior to application of this Section 3.08) exists for that Net Proceeds

Account, then Owner shall debit that Net Proceeds Account, and shall credit that Deferral Account, with an amount equal to the Potential Deferral Chargeback Amount for that Net Proceeds Account and Accounting Month; or, if a debit to that Net Proceeds Account of the full amount of such Potential Deferral Chargeback Amount would cause the Post-deferral Net Proceeds for that Net Proceeds Account and Accounting Month to be less than the Foreclosure Deferral Level for that account and month, then Owner shall credit that Deferral Account and shall debit that Net Proceeds Account by such lesser amount as will permit the Post-deferral Net Proceeds for that account and month to equal the Foreclosure Deferral Level for that account and month.

(h) Definitions. As used in this Section 3.08, each of the following terms shall have the meaning hereinafter indicated:

(i) "Agreed Order" means, first, to the Group I Account; then, to the Group III Account; then, to the Group II Account; and, finally, to the Additional Net Proceeds Accounts (other than any Foreclosure Net Proceeds Accounts), in the order in which such Additional Net Proceeds Accounts were established (and, as among Additional Net Proceeds Accounts established concurrently as a result of one transaction: first, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group I Account; then, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group III Account; and, finally, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group II Account).

(ii) "Additional Net Proceeds Account" means a Net Proceeds Account, other than the Group I Account, Group II Account or Group III Account, established pursuant to Section 3.01.

(iii) "Aggregate Post-deferral Net Proceeds" means, with respect to any particular Accounting Month, the sum of: (A) the sum of Post-deferral Net Proceeds for the Accounting Month for all Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts); plus (B) any Net Proceeds (as defined in the Beta Production Payment) of the Beta Production Payment for that Accounting Month (other than Foreclosure Net Proceeds (as defined in the Beta Production Payment)), calculated after giving effect to any deferral of debits to the Beta Production Payment Net Proceeds Account for that Accounting Month required by Section 3.07(b) and 3.03(c) of the Beta Production Payment.

(iv) "Aggregate Pre-deferral Net Proceeds" means, with respect to any particular Accounting Month, an amount equal to the sum of: (A) the sum of Pre-deferral Net Proceeds for such Accounting Month for all Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts); plus (B) the amount, if any, which would be Net Proceeds (as defined in the Beta Production Payment) of the Beta Production Payment for that Accounting Month (other than Foreclosure Net Pro-

ceeds (as defined in the Beta Production Payment)), if such Net Proceeds were determined for that Accounting Month without taking into account any debits or deferral of debits to that account for that month made pursuant to Section 3.07 and 3.03(c) of the Beta Production Payment.

(v) "Deferrable Amounts" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, all amounts which, but for the provisions of Sections 3.08(b) or 3.08(c), would be debitable to that Net Proceeds Account for that Accounting Month pursuant to any provision of this Conveyance, except: (A) an amount equal to the total of all Lease Operating Expenses accrued by Owner for that Accounting Month with respect to the Burdened Interests, Subject Minerals and Related Personal Property covered by that Net Proceeds Account, (B) an amount equal to any debits required for that Accounting Month pursuant to Section 3.04(b), and (C) with respect to the Group I Account only, an amount equal to the Group I Debitable Capital Expenditures for that Accounting Month (it being expressly understood and agreed that the amounts described in (A), (B) and (C) above shall be debitable for that Accounting Month notwithstanding any other provision of this Section 3.08).

(vi) "Foreclosure Deferral Level" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, an amount equal to 111.111 percent of the sum of: (A) the Current Unliquidated Balance (as hereinafter defined) with respect to that Net Proceeds Account and Accounting Month; plus (B) the Additional Amount (as hereinafter defined) with respect to that Net Proceeds Account and Accounting Month; plus (C) all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from payments to Owner, for Windfall Profit Tax due for that Accounting Month with respect to the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account. As used in this Section 3.08(h)(vi):

(1) the term "Current Unliquidated Balance" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, the Initial Unliquidated Balance (as hereinafter defined) for that Net Proceeds Account minus the sum of all Amortizing Amounts with respect to that Net Proceeds Account for all Accounting Months occurring prior to that Accounting Month and after the transfer which resulted in establishment of that Net Proceeds Account; and

(2) the term "Initial Unliquidated Balance" means, with respect to any Foreclosure Net Proceeds Account, an amount equal to 115 percent of the successful cash or credit bid made for the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account, at the foreclosure sale which resulted in establishment of that Net Proceeds Account (or, in the case of a deed or assignment in lieu of foreclosure, the amount

agreed to between Secured Lenders, Owner and Grantee with respect to that Royalty Interest (it being expressly understood and agreed that none of Secured Lenders nor Owner nor Grantee shall have any obligation to agree to any deed or assignment in lieu of foreclosure or any such amount)); or, in the case of a Foreclosure Net Proceeds Account established by reason of a transfer by Owner, subject to the Royalty Interest, of a portion of the Burdened Interests covered by a previously established Foreclosure Net Proceeds Account, an amount equal to the Current Unliquidated Balance in that previously established Foreclosure Net Proceeds Account as of the date the new Foreclosure Net Proceeds Account is established (it being expressly understood and agreed that the Current Unliquidated Balance of the previously established Foreclosure Net Proceeds Account shall not be diminished thereby);

(3) the term "Amortizing Amount" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, the Net Proceeds for that Net Proceeds Account and Accounting Month (calculated after giving effect to the deferral of debits provided for in Section 3.08(c) and Section 3.03(c)) minus the sum of: (x) the Additional Amount for that Accounting Month, plus (y) all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from payments to Owner, for Windfall Profit Tax due for that Accounting Month with respect to the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account; and

(4) the term "Additional Amount" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, an amount equal to interest for that Accounting Month on the Current Unliquidated Balance (determined as of the first day of that Accounting Month) for that Net Proceeds Account, at an annual rate equal to the Prime Rate as of the first day of that Accounting Month plus three percent per annum.

(vii) "Foreclosure Net Proceeds Account" means any Net Proceeds Account established pursuant to Section 3.01 by reason of a transfer of a portion of a Royalty Interest upon foreclosure, in whole or in part, of any of the Security Documents or upon a deed or assignment to Secured Lenders or their designees in lieu of foreclosure of any of the Security Documents, as well as any Net Proceeds Account thereafter established with respect to a portion of the Burdened Interests covered by a prior Foreclosure Net Proceeds Account by reason of a transfer by Owner of such Burdened Interests subject to such Royalty Interest.

(viii) "General Deferral Level" means, with respect to any particular Accounting Month, an amount equal to 111.111 percent of the sum of: (A) all Royalty Debt due and payable (whether by acceleration or otherwise) at any time during that

Accounting Month, determined without regard to any payments made on the Royalty Debt during that month (i.e., the sum of the installments of principal and interest due with respect to that Accounting Month, any unpaid installments due with respect to prior Accounting Months, and all other amounts constituting Royalty Debt which are or which become due and payable during that Accounting Month); plus (B) the sum of all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from payments to Owner, for Windfall Profit Tax due for that Accounting Month with respect to each Royalty Interest the quantum of which is determined by reference to any Net Proceeds Account (other than a Foreclosure Net Proceeds Account); plus (C) $170,000 multiplied by the Producer Price Index Fraction for that Accounting Month.

(ix) "Group I Debitable Capital Expenditures" means, with respect to the Group I Account and any particular Accounting Month, an amount equal to the lesser of:

(A) the sum of: (1) the Capital Expenditures, if any, accrued for that Accounting Month with respect to the property then covered by the Group I Account; plus (2) the Capex Chargeback Amount (as hereinafter defined); or

(B) Twenty percent of Required Capital Expenditures for the calendar year in which such Accounting Month occurs;

PROVIDED, HOWEVER, that in no event shall the Group I Debitable Capital Expenditures for such Accounting Month exceed the difference between: (1) 100 percent of Required Capital Expenditures for the calendar year in which such Accounting Month occurs, minus (2) the sum of all Group I Debitable Capital Expenditures debited to the Group I Account, for each calendar month occurring during that calendar year but prior to that Accounting Month.

As used herein, the term "Capex Chargeback Amount" means, with respect to any particular Accounting Month, the lesser of: (x) the debit balance of the Group I Deferred Capital Expenditure Account (as defined in Section 3.08(d)) as of the first day of that Accounting Month; or (y) the difference between: (p) 20 percent of Required Capital Expenditures for the calendar year in which that Accounting Month occurs, minus (q) the amount determined in Section 3.08(h)(ix)(A)(1) above.

(x) "Group I Deferred Capital Expenditure Debits" means, with respect to the Group I Account and any particular Accounting Month, the amount of Capital Expenditures which, in the absence of this Section 3.08, would be debitable to the Group I Account for that Accounting Month pursuant to Section 3.03(a)(i) but which cannot be so debited because the amount of such Capital Expenditures for that Accounting Month exceeds the amount of Group I Debitable Capital Expenditures for that month.

[redacted] [redacted] [redacted]

(xi) "Lease Operating Expenses" means, with respect to any particular Accounting Month, and with respect to any portion of the Burdened Interests, Subject Minerals and Related Personal Property, all costs, except Abandonment Costs, accrued by Owner in accordance with generally accepted accounting principles with respect to that Accounting Month, to the extent that such costs: (A) are attributable to such Burdened Interests, Subject Minerals or Related Personal Property; (B) are not capitalizable under the provisions of Rule 4-10 of Regulation S-X of the Securities and Exchange Commission (as such Rule exists on the date of this Conveyance) by a reporting entity that follows the full cost method of accounting for oil and gas producing activities (as such activities are defined in paragraph (a) of said Rule); (C) do not represent any amortization of capitalized costs or any write-off or impairment of capitalized costs; (D) are not property acquisition costs, exploration costs or development costs (as defined in paragraph (a) of said Rule) or General and Administrative Expenses; and (E) are production costs (as defined in paragraph (a) of said Rule), other than depreciation and general and administrative costs related to production.

(xii) "Post-deferral Net Proceeds" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, the Net Proceeds for that Net Proceeds Account and Accounting Month calculated after giving effect to any deferral of debits to that account for that month required by this Section 3.08 and Section 3.03(c).

(xiii) "Potential Deferral Chargeback Amount" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, the lesser of: (A) the debit balance in the Deferral Account (or, in the case of the Group I Account, the Deferral Accounts) established with respect to that Net Proceeds Account; or (B) the difference between: (1) Net Proceeds (calculated prior to application of this Section 3.08) for that Net Proceeds Account and Accounting Month, minus (2) all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from Owner, for Windfall Profit Tax due for that Accounting Month with respect to the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account.

(xiv) "Pre-deferral Net Proceeds" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, the amount which would be Net Proceeds for that Net Proceeds Account and Accounting Month if Net Proceeds were determined for that Net Proceeds Account and Accounting Month without taking into account any debits or deferral of debits to that account for that month required by this Section 3.08 and Section 3.03(c).

(xv) "Producer Price Index Fraction" means, with respect to any particular Accounting Month, a fraction, the numerator of which is the Producer Price Index for the third calendar month prior to that Accounting Month, and the denominator

of which is the Producer Price Index for December 1984. As used herein, the term "Producer Price Index" means, for any particular Accounting Month, the Producer Price Index for Industrial Commodities (or its successor index) for that month as determined and reported by the U.S. Department of Labor, or by such other agency of the United States government as may, from time to time, determine and report such index if the U.S. Department of Labor ceases to do so. If the method by which the Producer Price Index is determined or the base thereof is changed, the successor index or base shall, to the extent practicable, be correlated with the previously applicable index or base so that the amounts determined by using the Producer Index Fraction shall not be changed by reason of the substitution of such successor index or base.

(xvi) "Reverse Agreed Order" mean, first, to the Additional Net Proceeds Accounts (other than any Foreclosure Net Proceeds Accounts), in the order inverse to which such Additional Net Proceeds Accounts were established (and, as among Additional Net Proceeds Accounts established concurrently as a result of one transaction: first, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group II Account; then, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group III Account; and, finally, to any Additional Net Proceeds Account established with respect to the Burdened Interests that previously were covered by the Group I Account); then to the Group II Account; then to the Group III Account; and finally to the Group I Account.

(i) Integral Part of Net Proceeds Calculation. The provisions of this Section 3.08 are intended to be an integral part of the calculation of the quantum of Net Proceeds hereunder with respect to each Net Proceeds Account and shall prevail over all other provisions of this Conveyance providing for the debiting of any amount to any Net Proceeds Account.

(j) Information Among Owners. If there is more than one Owner, then each Owner shall furnish to each other Owner, not later than 15 days prior to each Payment Date, such information as may be required to permit each Owner to make the calculations and any debits or deferral of debits required by this Section 3.08 and Section 3.03(c).

(k) Termination. The obligation of Owner to defer any debits: (i) pursuant to the provisions of Section 3.08(b) shall be of no further force and effect once the Royalty Debt has been repaid in full and all obligations of Grantee under the Credit Agreement have been fully satisfied or discharged, and (ii) pursuant to the provisions of Section 3.08(c) with respect to any Foreclosure Net Proceeds Account shall be of no further force and effect once the Current Unliquidated Balance for such account has been reduced to zero in accordance with the provisions hereof; provided that nothing contained in this Section 3.08(k) shall limit the right of Owner pursuant to Sections 3.08(e), (f) and (g) to debit amounts previously deferred until each Deferral Account has been reduced to zero.

3.09 Determination of Net Proceeds. The Net Proceeds shall be determined by Owner for each Accounting Month and each Net Proceeds Account by subtracting the sum of any debit balance existing in such Net Proceeds Account as of the first day of such Accounting Month plus the total debits properly made thereto with respect to such Accounting Month from the total credits properly made thereto with respect to such Accounting Month. Any debit balance in such Net Proceeds Account as of the end of an Accounting Month shall be carried forward to the next succeeding Accounting Month, and an additional debit shall be made to such Net Proceeds Account equal to interest on such debit balance, accrued on a daily basis during the next succeeding Accounting Month, at an annual rate equal to the Prime Rate in effect on the last day of the next succeeding Accounting Month, plus one percentage point. Any credit balance in such Net Proceeds Account as of the end of an Accounting Month shall constitute the Net Proceeds for such Accounting Month and Net Proceeds Account, and Grantee shall be entitled to receive payment on account of the Royalty Interest with respect to which such Net Proceeds Account is being maintained for each Accounting Month for which Net Proceeds exist in such Net Proceeds Account. With respect to each Accounting Month and Net Proceeds Account for which Net Proceeds exist, after the Net Proceeds for such Accounting Month and Net Proceeds Account have been determined as provided above, such Net Proceeds Account shall be debited with a closing entry equal to the Net Proceeds for such Accounting Month and Net Proceeds Account so as to return such Net Proceeds Account to zero. All of the credits to the Net Proceeds Account provided for in this Conveyance shall be taken into account solely for the purpose of determining whether Net Proceeds exist, and Grantee shall have no right, title or interest in the proceeds or sums described therein, other than in or to its share of the proceeds from the sale of Subject Minerals, determined as provided in this Conveyance.

3.10 Payments to Grantee. (a) Owner shall furnish to Grantee, not later than 11 days before each Payment Date, a statement summarizing, in detail reasonably satisfactory to Grantee, all transactions respecting each Net Proceeds Account as of the close of business on the last Business Day of each Accounting Month prior to the closing entry (if any) required by in Section 3.09; provided, however, that, with regard to the Accounting Months of January, February and March, 1985, such statement need not be furnished by Owner until May 24, 1985, and Owner may report all transactions regarding each Net Proceeds Account for such period on an aggregate basis for each such Account. The statements shall also set forth any amounts deferred pursuant to Section 3.08, any amounts subject to the Production Proceeds limitation of Section 3.11 and any amounts withheld for Windfall Profit Tax due with respect to each Royalty Interest, and shall include such other information or certificates as Grantee may reasonably request in order to permit Grantee to comply with its obligations to Secured Lenders under the Credit Agreement. If Net Proceeds exist with respect to any Net Proceeds Account, Owner shall pay Grantee, on the Payment Date, by direct wire transfer or otherwise as Grantee may specify in writing, an amount equal to 90 percent of such Net Proceeds for that Accounting Month and Net Proceeds Account, subject to the Production Proceeds limitation set forth in Section 3.11, and less all amounts withheld by Owner (or withheld by any third party from payments to Owner) for Windfall Profit Tax due with respect to the Royalty Interest for that Accounting Month and Net Proceeds Account; provided, however, that for the Payment Date of June 7, 1985, Owner shall pay to Grantee with respect to

the Group I Account the amount otherwise due under this Section 3.10(a) less the Preliminary Payment. If, for any Accounting Month and Net Proceeds Account, the amount so withheld for Windfall Profit Tax exceeds 90 percent of the Net Proceeds for that Accounting Month and Net Proceeds Account (or such lesser amount payable to Grantee under the limitation set forth in Section 3.11), such excess, together with an additional amount equal to interest on such excess determined in the same manner as in Section 3.11, shall be treated, for purposes of applying the immediately preceding sentence, as an amount withheld by Owner for Windfall Profit Tax due for the next Accounting Month with respect to the Royalty Interest for such Net Proceeds Account.

(b) Until paid by Owner to or for the account of Grantee, Owner shall hold all funds due to Grantee in respect of each Royalty Interest in trust for Grantee (it being expressly understood and agreed, however, that (i) Owner shall have no obligation to pay interest on such funds to Grantee or to invest such funds for the benefit or account of Grantee, (ii) the obligation to hold such funds in trust shall relate only to the holding of funds identified as due in respect of each Royalty Interest, and (iii) such obligation shall not create, nor do Owner and Grantee intend to create, any fiduciary relationship between Owner and Grantee (or in any way modify Owner's obligations otherwise contained in this Conveyance) with regard to the calculation of Net Proceeds, the other provisions of this Article III or any other obligations and agreemeents of Owner under this Conveyance). If reasonably necessary for the protection of Grantee, upon written request by Grantee to Owner, Owner shall cause all proceeds of the Burdened Interests and Subject Minerals to be segregated from other funds of Owner at the time such proceeds are received by, or for the account of, Owner, until such time as the portion of such proceeds due to Grantee in respect of each Royalty Interest has been calculated and paid to or for the account of Grantee; provided, however, that during the period of such segregation Owner shall have full authority to expend such proceeds in accordance with the provisions of this Conveyance in order to pay any and all costs, expenses, royalties or other liabilities with regard to the Burdened Interests.

3.11 Limitation on Royalty Interest. All payments to Grantee in respect of each Royalty Interest shall be made solely from the proceeds of Subject Minerals produced after the Effective Time and attributable to the Individual Burdened Interest to which such Royalty Interest relates. Accordingly, notwithstanding the provisions of Section 3.10(a), Grantee shall not be entitled to receive payments of amounts otherwise due in respect of such Royalty Interest under Section 3.10(a) as of the end of any Accounting Month to the extent that the sum of all payments with respect to such Royalty Interest made to Grantee under Section 3.10(a) for prior Accounting Months and the payment otherwise due to Grantee for that Accounting Month exceeds the cumulative total of all Production Proceeds as of the end of that Accounting Month. As used herein, the term "Production Proceeds" means, with respect to each Net Proceeds Account and as of the end of any Accounting Month, all amounts: (a) which are attributable to the proceeds of Subject Minerals produced from or allocated to the Burdened Interests covered by that Net Proceeds Account after the Effective Time but prior to the end of that Accounting Month, but excluding therefrom: (x) any amounts theretofore paid as refunds and debited to such Net Proceeds Account under Section 3.03(a)(i)(D) with respect to such Royalty Interest, (y) any amounts then withheld, suspensed or escrowed under Section

the Group I Account the amount otherwise due under this Section 3.10(a) less the Preliminary Payment. If, for any Accounting Month and Net Proceeds Account, the amount so withheld for Windfall Profit Tax exceeds 90 percent of the Net Proceeds for that Accounting Month and Net Proceeds Account (or such lesser amount payable to Grantee under the limitation set forth in Section 3.11), such excess, together with an additional amount equal to interest on such excess determined in the same manner as in Section 3.11, shall be treated, for purposes of applying the immediately preceding sentence, as an amount withheld by Owner for Windfall Profit Tax due for the next Accounting Month with respect to the Royalty Interest for such Net Proceeds Account.

(b) Until paid by Owner to or for the account of Grantee, Owner shall hold all funds due to Grantee in respect of each.Royalty Interest in trust for Grantee (it being expressly understood and agreed, however, that (i) Owner shall have no obligation to pay interest on such funds to Grantee or to invest such funds for the benefit or account of Grantee, (ii) the obligation to hold such funds in trust shall relate only to the holding of funds identified as due in respect of each Royalty Interest, and (iii) such obligation shall not create, nor do Owner and Grantee intend to create, any fiduciary relationship between Owner and Grantee (or in any way modify Owner's obligations otherwise contained in this Conveyance) with regard to the calculation of Net Proceeds, the other provisions of this Article III or any other obligations and agreemeents of Owner under this Conveyance). If reasonably necessary for the protection of Grantee, upon written request by Grantee to Owner, Owner shall cause all proceeds of the Burdened Interests and Subject Minerals to be segregated from other funds of Owner at the time such proceeds are received by, or for the account of, Owner, until such time as the portion of such proceeds due to Grantee in respect of each Royalty Interest has been calculated and paid to or for the account of Grantee; provided, however, that during the period of such segregation Owner shall have full authority to expend such proceeds in accordance with the provisions of this Conveyance in order to pay any and all costs, expenses, royalties or other liabilities with regard to the Burdened Interests.

3.11 Limitation on Royalty Interest. All payments to Grantee in respect of each Royalty Interest shall be made solely from the proceeds of Subject Minerals produced after the Effective Time and attributable to the Individual Burdened Interest to which such Royalty Interest relates. Accordingly, notwithstanding the provisions of Section 3.10(a), Grantee shall not be entitled to receive payments of amounts otherwise due in respect of such Royalty Interest under Section 3.10(a) as of the end of any Accounting Month to the extent that the sum of all payments with respect to such Royalty Interest made to Grantee under Section 3.10(a) for prior Accounting Months and the payment otherwise due to Grantee for that Accounting Month exceeds the cumulative total of all Production Proceeds as of the end of that Accounting Month. As used herein, the term "Production Proceeds" means, with respect to each Net Proceeds Account and as of the end of any Accounting Month, all amounts: (a) which are attributable to the proceeds of Subject Minerals produced from or allocated to the Burdened Interests covered by that Net Proceeds Account after the Effective Time but prior to the end of that Accounting Month, but excluding therefrom: (x) any amounts theretofore paid as refunds and debited to such Net Proceeds Account under Section 3.03(a)(i)(D) with respect to such Royalty Interest, (y) any amounts then withheld, suspensed or escrowed under Section

3.02(b)(i), and (z) any amounts, therefore credited to the Net Proceeds Account attributable to non-consent operations, on all or any portion of the Burdened Interests, with respect to which Owner was a consenting party as of the Effective Time and representing Owner's share of Subject Minerals, otherwise attributable to the interests of non-consenting parties, that are payable to the consenting party or parties until satisfaction of the recoupment provisions of the applicable operating agreement, unit operating agreement or other instrument providing for non-consent operations; (b) which have been credited to the Net Proceeds Account with respect to such Royalty Interest under Section 3.02(a)(i)(A) for prior Accounting Months and that Accounting Month; and (c) which include only those amounts attributable to production from the Burdened Interests that would be includible in "gross income from the property" under section 613 of the Code if the Burdened Interests were not burdened by the Royalty Interests (or, with respect to the Group II Interests, would be so includible but for the treatment of the Group II Interests as a loan under the Code). The determination of whether payments to Grantee will exceed Production Proceeds shall be made without regard to any amounts deducted for prior Accounting Months or to be deducted for the current Accounting Month from payments to Grantee with regard to Windfall Profit Taxes withheld. All amounts otherwise due with respect to a Net Proceeds Account under Section 3.10(a) but not payable with respect to any Accounting Month because such amounts are in excess of the cumulative total of all Production Proceeds as of the end of an Accounting Month shall be credited to and carried in a separate account established for such Royalty Interest. On the Payment Date for each Accounting Month, there shall be credited to such account an amount equal to interest on any credit balance balance in such account as of the Payment Date for the immediately preceding Accounting Month, accrued on a daily basis from the Payment Date for the immediately preceding Accounting Month thrcugh the Payment Date for that Accounting Month at an annual rate equal to the rate on 30-day U.S. Treasury Bills in effect as of the last day of each Accounting Month during such period, plus one percentage point. If, with respect to any Accounting Month, after payment of the amounts calculated under Section 3.10(a), there is a credit balance in such separate account and the cumulative total of all Production Proceeds as of the end of that Accounting Month exceeds the sum of all payments in respect of the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account made to Grantee under Section 3.10(a) and this Section 3.11 for all prior Accounting Months and under Section 3.10(a) for that Accounting Month, then Owner shall pay to Grantee, on the Payment Date for that Accounting Month, an amount equal to the lesser of: (x) the balance in such separate account, or (y) the excess of all Production Proceeds with respect to that Net Proceeds Account as of the end of that Accounting Month over all such prior payments, and the amount so paid shall be debited to such separate account. All payments required to be made to Grantee from such separate account under this Section 3.11 with respect to such Royalty Interest shall be made irrespective of whether there is a credit or debit balance in such Net Proceeds Account under Section 3.09 for that Accounting Month or at the time of any such payments and, for purposes of applying the Production Proceeds limitation set forth in this Section 3.11, shall be treated when received as if they were payments in respect of such Royalty Interest under Section 3.10(a) for prior Accounting Months. Nothwithstanding the foregoing, Grantee shall never be required to refund any payment on account of any Royalty Interest previously received by Grantee.

3.12 Preliminary Payment. (a) On or before the Preliminary Payment Date, Owner shall: (i) prepare an estimate, for each of the Accounting Months of January and February, 1985, of the Net Proceeds for the Group I Account in accordance with Section 3.09; (ii) prepare, for the same months and for the Group I Account, an accounting of Production Proceeds as provided in Section 3.11 sufficient to establish that such Production Proceeds exceed the sum of the actual amount of interest then due on the Royalty Debt, plus $1,500,000 (as a loan facility fee), plus the Windfall Profit Tax Preliminary Payment Amount (as defined below in this Section 3.12(a)) or, if Production Proceeds do not exceed such sum, sufficient to establish the amount of such Production Proceeds; and (iii) determine, in the manner provided in Section 3.10(a), all amounts withheld by Owner (or withheld by any third party from payments to Owner) for Windfall Profit Tax due for the Accounting Months of January and February, 1985, with respect to the Royalty Interest for the Group I Account (such amount being referred to in this Section 3.12 as the "Windfall Profit Tax Preliminary Payment Amount").

(b) Owner shall pay to Grantee on the Preliminary Payment Date, but otherwise in accordance with Section 3.10(a), an amount (referred to herein as the "Preliminary Payment") equal to the remainder of: (i) the least of: (A) the sum of the actual amount of interest then due on the Royalty Debt, plus $1,500,000 (as a loan facility fee), plus the Windfall Profit Tax Preliminary Payment Amount, (B) the cumulative total of all Production Proceeds for the Group I Account as of February 28, 1985, or (C) 90 percent of the sum of the estimated Net Proceeds for the Group I Account for the Accounting Months of January and February, 1984, minus (ii) the Windfall Profit Tax Preliminary Payment Amount.

3.13 Other Limitations. Notwithstanding any other provision of this Conveyance, no amount determined by reference to particular proceeds, payments, moneys, credits, or other amounts or things of value received by or on behalf of Owner shall be credited to any Net Proceeds Account more than once; no amount determined by reference to particular costs, expenses, liabilities, charges, expenditures or other amounts or things of value given, paid, incurred or accrued by or on behalf of Owner shall be debited to any Net Proceeds Account more than once; and no amount representing the same quantum so received or given, paid, incurred or accrued shall be debited or credited to more than one Net Proceeds Account. The terms "remainder" or "difference" when used herein to denote the result of subtraction shall, unless otherwise expressly provided, mean a number greater than zero or, if the result of the subtraction is less than zero, zero.

ARTICLE IV

Covenants and Additional Agreements

4.01 Warranty of Title. This Conveyance is executed without warranty of any kind, either express or implied, except as follows: (a) ARPCO, for itself and its successors and assigns, warrants and shall forever defend the Royalty Interests unto ARP and its successors and assigns against any party claiming or attempting to claim the same or any part thereof by, through or under ARPCO, PLC, PLF or PPC or any of the Participating Partnerships, but not otherwise, subject to those matters described or referred to in Exhibit

A; and (b) ARPCO warrants, as against any third party claiming or attempting to claim by, through or under ARPCO, PLC, PLF, PPC or any of the Participating Partnerships, but not otherwise, that, after giving effect to: (i) the matters described in paragraphs 5(c) and 6 of the Preamble to Exhibit A, and (ii) the matters shown on Exhibit A except the Preamble thereto, ARPCO is entitled to undivided interests in production from the Leases, wells and units referred to or listed on Exhibit A of not less than the "Net Revenue Interests" set forth in Exhibit A and is not obligated to bear a greater share of the costs and expenses with regard to the same than the "Operating Interests", "Working Interests" or "Leasehold Interests" set forth in Exhibit A without a corresponding increase in the applicable "Net Revenue Interests". Grantor hereby grants and transfers to Grantee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Grantor is entitled to enforce with respect to the Burdened Interests against Grantor's predecessors-in-title to the Burdened Interests to the extent such covenants and warranties relate to any portion of the Burdened Interests from which the Royalty Interests were created.

4.02 Covenants of Owner. Owner shall observe and comply with the following covenants:

(a) Operations, Insurance and Expenses. Subject to the provisions of Sections 4.08, 4.09 and 4.10, Owner, in accordance with reasonable and prudent business judgment and sound oil and gas field practices: (i) shall use all reasonable efforts to cause the Burdened Interests to be maintained, operated and developed in accordance with the provisions of the Leases and other agreements applicable to the Burdened Interests and in accordance with applicable law; (ii) shall maintain or cause to be maintained appropriate insurance covering the Burdened Interests and all Related Personal Property; and (iii) shall pay or cause to be paid all costs, expenses and liabilities incurred in connection with the maintenance, operation and development of the Burdened Interests and all Related Personal Property in a timely manner; provided, however, that nothing herein shall prevent Owner from electing not to participate in any operation proposed to be conducted on the Burdened Interests or any portion thereof pursuant to the terms of any operating agreement, unit operating agreement or similar contract, if such election is made by Owner in the exercise of reasonable and prudent business judgment and in good faith.

(b) Inspection. Owner shall permit the representatives of Grantee, at any reasonable time upon prior notice to Owner, but at Grantee's sole risk and expense, to make any physical inspection of any portion of the Burdened Interests and Related Personal Property that such representatives deem proper.

(c) Information. Owner shall furnish to Grantee, upon request, copies of all independent reserve engineering reports prepared by or for the benefit of Owner relating to any portion of the Burdened Interests. Further, Owner shall furnish to Grantee such detailed information as Grantee may reasonably request concerning the Burdened Interests, the operation thereof and the production and processing of Subject Minerals, except to the extent that Owner is prohibited from so doing by the terms of confidentiality agreements with third parties. Grantee shall safeguard and keep confidential all information furnished to Grantee under this Section 4.02(c) and, except as required by law, shall

not disclose any of such information to any person without Owner's prior written consent, except to any affiliate of Grantee, to any of Grantee's authorized representatives or to the Secured Lenders, all of whom shall be subject to the same obligation of confidentiality.

(d) Books and Accounts. Owner shall maintain each Net Proceeds Account in accordance with the provisions of Article III and, to the extent applicable, generally accepted accounting principles applied in a manner consistent with prior periods and with Owner's regular books and accounts. Upon prior written notice to Owner, Owner shall permit Grantee and its authorized representatives, at any reasonable time that is convenient to Owner during normal business hours, and at Grantee's expense, to examine, copy and audit Owner's and its Affiliates' books and accounts relating to the Burdened Interests, including without limitation, the Net Proceeds Accounts, and all books and records of Owner and its Affiliates relating to the share of General and Administrative Expenses charged as a debit to each Net Proceeds Account pursuant to Section 3.03(a) and the basis for Owner's allocation thereof. The right of Grantee to so audit such books and accounts for any calendar year shall terminate two years after the end of such calendar year, and Owner shall have no obligation to maintain financial records relating to the Burdened Interests for a period longer than six years after the end of the year to which such records relate.

(e) Annual Audits, Reports, Etc. Owner shall:

(i) provide Grantee with such information concerning each Royalty Interest as Grantee may reasonably request and to which Owner has access, to permit Grantee or any of its partners (A) to comply with any applicable requirements of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the requirements of stock exchanges, including without limitation, annual reserve reports prepared by petroleum engineers, which engineers shall be selected by Owner, and, at least until the repayment in full of the Royalty Debt, audited financial statements of Owner, (B) to prepare state, federal and other income tax returns and other required governmental filings; and (C) to prepare reports and to forward such other information and certificates as may be required to be forwarded by Grantee or any of its partners to security holders or to the Secured Lenders;

(ii) provide Grantee, within 90 days after the end of each fiscal year of Grantee with: (A) statements similar to the statements required under Section 3.10(a), but annualized for Grantee's fiscal year from the statements prepared for each Accounting Month ("Annual Statements"); (B) a letter of a nationally recognized firm of independent accountants selected by Owner (which may be the firm of independent accountants retained to audit the books and records of Owner) expressing an opinion as to the fair presentation of the Annual Statements in accordance with this Conveyance; and (C) a second letter from the same firm (1) stating whether or not, based on the following procedures performed by the firm in accordance with
accepted auditing standards, anything has
the attention of such firm which has led

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believe, as of the date of such letter, that any of the monthly statements required by Section 3.10(a) for months within Grantee's fiscal year were not prepared in accordance with or did not comply in all material respects with the terms and provisions of Articles I, II and III of this Conveyance, insofar as those articles pertain to accounting matters, and (2) if applicable, describing any material non-compliance. The procedures referred to above shall include examination of the Annual Statements, reading of each monthly statement, comparison of the monthly statements with each other and with the Annual Statements, and inquiry of Owner's management as to whether or not the monthly statements were in accordance with or complied in all material respects with the terms and provision of Articles I, II and III of this Conveyance, insofar as those articles pertain to accounting matters;

(iii) select independent petroleum engineers to prepare annual reserve reports referred to in Section 4.02(e)(i) covering at least 70 percent of the discounted present value, as reflected in such annual reserve reports for the preceding period, of the proved developed reserves attributable to the Burdened Interests; and

(iv) indemnify Grantee and its partners, if any, against any loss, liability, damage and expense (including reasonable legal fees) incurred by Grantee or such partner as a result of or arising out of any of the information prepared by Owner or its Affiliates and provided to Grantee by Owner pursuant to this Section 4.02(e) being untimely, incorrect or untrue in any material respect. Owner acknowledges that Grantee and its partners, if any, have no obligation to verify the accuracy or completeness of such information.

4.03 Sales or Transfers of Equipment. Owner may, from time to time, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, sell, trade, exchange, remove or transfer without sale or otherwise dispose of any Related Personal Property upon such terms and conditions as Owner deems appropriate. Any proceeds of such sales, or the fair market value of Related Personal Property removed or transferred without a sale, shall be credited to the appropriate Net Proceeds Account in accordance with Section 3.02(a)(i)(D); and, if, without a sale, any personal property of Owner or any Affiliate is placed on or becomes appurtenant or related to a portion of the Burdened Interests covered by a Net Proceeds Account (other than that, if any, which had theretofore covered such personal property), the newly involved Net Proceeds Account shall be debited (and the prior Net Proceeds Account, if any, shall be credited) with the fair market value of the property so transferred, as provided in Sections 3.03(a)(i)(A)(3) and 3.02(a)(i)(D), respectively.

4.04 Permitted Drilling. Owner may, from time to time, undertake any operations and activities that Owner, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, considers necessary or advisable to produce and market Subject Minerals efficiently, including without limitation, drilling, testing, completing and equipping of replacement, supplementary recovery, acceleration and other similar wells; drilling,

testing, completing and equipping salt water disposal and other service wells; secondary and tertiary recovery operations; and construction and installation of new facilities on, appurtenant to or relating to any portion of the Burdened Interests. All of such operations and activities are referred to herein as "Permitted Drilling". Owner shall not undertake any exploratory or development drilling operations that do not constitute Permitted Drilling. Owner and any of the Nominees may, however, in accordance with the provisions of Sections 4.07 and 5.04, enter into Farmout Agreements under which any Permitted Drilling or non-Permitted Drilling operation is undertaken by a third party (including without limitation, any Affiliate).

4.05 Abandonment or Surrender of Interests. Owner shall not be obligated to operate or continue to operate any well located on any portion of on the Burdened Interests, or to maintain any portion of any Lease, if Owner, in accordance with reasonable and prudent business judgment, determines that such well or Lease has ceased to produce or is not capable of producing Minerals in commercial quantities (which determination shall be made as if such well or Lease were not burdened by any of the Royalty Interests). Any abandonment or surrender of any portion of the Burdened Interests pursuant to this Section 4.05 shall not be deemed to be a transfer of interest for purposes of Sections 4.06(a) or 4.06(b), and, subject to the provisions of Section 5.03, shall be effective to extinguish any Royalty Interest with respect to that portion of the Burdened Interests abandoned or surrendered.

4.06 Transfers of Interest.

(a) Transfers Free of Royalty Interest.

(i) In addition to Farmout Agreements provided for in Section 4.07, if Owner from time to time desires to sell and convey any portion of the Burdened Interests to any person, including any Affiliate, free and clear of the Royalty Interests, Owner shall have the option, until December 31, 2050, to purchase from Grantee any portion of any Royalty Interest insofar as it relates to the Burdened Interests to be sold, on the following terms and conditions: (A) the purchase price for such portion of such Royalty Interest (the "Purchase Price") shall be 90 percent of the total sales proceeds for the related portion of the Burdened Interests sold and for all Related Personal Property attributable thereto, less 90 percent of all costs and expenses related to the sale, and less 90 percent of the entire amount of any debit balance in the Net Proceeds Account for the Burdened Interests in which the portion sold is included as of the end of the Accounting Month during which the sale is closed; (B) the Purchase Price shall be paid to Grantee on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee); (C) if all or substantially all of the Burdened Interests are to be sold, Owner shall obtain the prior written consent of Grantee to the sale; (D) if the sale is not a bona fide arms-length transaction with an independent third-party buyer, Owner shall obtain an appraisal from a qualified independent appraiser selected by Owner of the fair market value, free and clear of the Royalty Interests, of the portion of the Burdened

Interests and Related Personal Property to be sold, and the total sales proceeds for the portion of the Burdened Interests sold and for all Related Personal Property attributable thereto less all costs and expenses related to the sale shall not be less than such appraised value (or, if more than one such appraisal was obtained, the highest such appraisal value); (E) Owner shall furnish to Grantee either a certificate of Owner that the sale is a bona fide arms-length transaction with an independent third-party buyer or the appraisal required by Section 4.06(a)(i)(D); and (F) if applicable, Owner shall comply with Section 4.06(a)(ii).

(ii) If all or any portion of the consideration received by Owner for such sale is not cash or other immediately available funds, Owner shall pay Grantee non-cash consideration only with the prior written consent of Grantee, and Owner shall obtain an independent appraisal of the fair market value of the non-cash consideration, prepared by a qualified independent appraiser selected by Owner. If Grantee consents to receive non-cash consideration, any cash received by Owner that does not exceed the Purchase Price (taking into account the appraised value of the non-cash consideration) shall be paid to Grantee on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee), and if the cash received by Owner is not sufficient to pay Grantee the Purchase Price wholly in cash, the non-cash consideration shall be apportioned between Owner and Grantee in a manner determined by such appraiser in order to pay Grantee the remainder of the Purchase Price, and such non-cash consideration shall be transferred to Grantee on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee). If Grantee does not consent to receive non-cash consideration, Owner shall pay Grantee in cash, on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee), the appraised value of such non-cash consideration that would otherwise be apportioned to Grantee, and all non-cash consideration shall be retained by Owner. Whether or not Grantee consents to receipt of non-cash consideration, Owner shall have the option to pay Grantee in cash, on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee), an amount equal to the appraised value of such non-cash consideration that would otherwise be apportioned to Grantee and to retain all of the non-cash consideration for Owner's account.

(iii) Except as provided in Section 5.04(a), upon the tender by Owner to Grantee of the Purchase Price as provided in Section 4.06(a)(i)(A) and, if applicable, Section 4.06(a)(ii), and of either the certificate or the appraisal, as applicable, as provided in Sections 4.06(a)(i)(E), and upon receipt by Owner of Grantee's consent, if applicable, pursuant to Sections 4.06(a)(i)(C) or 4.06(a)(ii), the Royalty Interest or Royalty Interests so acquired by Owner shall be deemed fully released and relinquished insofar as they relate to

the portion of the Burdened Interests sold. In the event of such a sale, Grantee agrees to execute, acknowledge and deliver promptly such instruments as may be reasonably requested by the purchaser of such portion of the Burdened Interests to evidence the release and relinquishment of the Royalty Interests as to the portion of the Burdened Interests sold. Subject to the provisions of Section 5.04(a), on the effective date of such sale, any Minerals in and under, and that may be produced and saved from, and that may accrue or be allocated to, the portion of the Burdened Interests sold shall no longer be deemed Subject Minerals, and the portion of the Burdened Interests sold shall no longer be deemed Burdened Interests for purposes of this Conveyance.

(b) Transfers Subject To Royalty Interest. Except as provided in Section 5.04(b), Owner shall have full power and authority, from time to time, to mortgage, pledge or hypothecate any portion of the Burdened Interests to any person, including any Affiliate, subject to the Royalty Interests and the terms and conditions of this Conveyance. Further, except as provided in Section 5.04(b), Owner shall have full power and authority, from time to time, to assign, sell or transfer any portion of the Burdened Interests to any person, including any Affiliate, subject to the Royalty Interests and the terms and conditions of the Conveyance, provided that such person is capable of performing all of the obligations of Owner set forth in this Conveyance and further provided that if such sale or transfer involves all or substantially all of the Burdened Interests, such transferee shall have a net worth of at least $50,000,000. Any proceeds of such transfer shall be solely for the account of Owner, and Grantee shall have no right or interest therein. In the event that Owner, pursuant to this Section 4.06(b), assigns, sells or transfers less than all of the Burdened Interests subject to the Royalty Interest, then, effective as of the effective date of such conveyance, separate Net Proceeds Accounts shall be maintained by Owner (with regard to the Royalty Interest attributable to the unassigned portion of the Burdened Interests) and by the assignee (with regard to the Royalty Interest attributable to the assigned portion of the Burdened Interests), and the Net Proceeds attributable to each such portion shall be computed separately, as provided in Article III.

(c) Transfers by Grantee.

(i) Subject to the provisions of Sections 4.06(a), 4.06(c)(ii) and 5.04(c), Grantee shall have full power and authority to assign, sell, transfer, mortgage, pledge, hypothecate or otherwise dispose of all of, or an undivided interest in (but no other portion of) any of the Royalty Interests; provided, however, that no change of ownership or right to receive payment of any of the Royalty Interests, or any part thereof, shall be binding upon Owner until notice thereof, in the form of a certified copy of the recorded instrument of transfer or judicial proceedings relating to the transfer (or in such form as otherwise agreed to in writing by Owner), shall have been furnished to Owner.

(ii) If at any time any of the Royalty Interests is divided among and owned by two or more co-owners, Owner, or the owner or co-owners of a

majority in interest of such Royalty Interest, may require such co-owners to appoint a single trustee or agent with full power and authority to receive all payments in respect of such Royalty Interest, all statements and all notices required by this Conveyance to be delivered to such co-owners, to consent to any matters requiring consent of such co-owners under this Conveyance on behalf of such co-owners, and otherwise to deal generally with such Royalty Interest and to bind such co-owners within the scope of this Conveyance. If such co-owners cannot agree upon the identity of such trustee or agent or to the terms of such agency or trust, Owner or any owner or co-owners of a majority in interest of such Royalty Interest may apply to any court of competent jurisdiction to resolve such matter in accordance with general principles of equity and otherwise applicable law.

4.07 Farmout Agreements.

(a) Subject to Section 5.04(d), Owner may, in Owner's sole discretion, from time to time, enter into Farmout Agreements covering portions of the Burdened Interests with any person. If the farmee is not an Affiliate, the Farmout Agreement may contain such reasonable terms and conditions as Owner, in the exercise of its reasonable and prudent business judgment and sound oil and gas field practices, deems appropriate. The interest reserved by Owner pursuant to any Farmout Agreement is referred to herein as the "Retained Interest."

(b) In the event that the farmee is an Affiliate: (i) Owner, subject to Section 4.07(d), shall have a Retained Interest equal to a one-sixteenth overriding royalty interest in and to that portion of the Burdened Interests subject to the Farmout Agreement (the "Farmout Interest") (subject to proportionate reduction if the Farmout Interest is less than 100 percent of the operating interest in the tract subject to the Farmout Agreement; (ii) the Retained Interest shall be convertible at Owner's option to at least 25 percent of the Farmout Interest at the time when the Farmee recovers 100 percent of its costs for drilling, testing, completing, equipping and operating any well drilled under such Farmout Agreement from the proceeds of Mineral production from the Farmout Interest; and (iii) the Retained Interest shall be limited so that the Retained Interest, together with other preexisting burdens on the Farmout Interest, shall not reduce the net revenue interest of the farmee in the Farmout Interest to less than 75 percent (subject to proportionate reduction if the Farmout Interest is less than 100 percent of the operating interest in the tract subject to the Farmout Agreement).

(c) Notwithstanding the provisions of Section 4.07(b), in the event that the farmee is an Affiliate, the terms of any Farmout Agreement applicable to a portion of the Burdened Interests may be determined by an independent consultant selected by Owner if Owner determines that such an independent evaluation is warranted. Once the terms have been thus independently determined (but subject to the provisions of Section 5.04(d) below), the new terms shall control all Farmout Agreements between Owner and any Affiliate in the same geographical region, until Owner again has reason to believe that another independent evaluation is warranted, at which time the terms shall be redetermined in the manner provided above. In no case, however, shall Owner enter into any Farmout Agreement with any Affiliate on terms

and conditions that are less advantageous to Owner than those contained in a bona fide offer received with respect to the same portion of the Burdened Interests from any person who is not an Affiliate.

(d) If a Farmout Agreement is entered into and if the parties thereto elect to be excluded from Subchapter K of the Code, Owner shall have the right and option, but not the obligation, to assign the interest to be earned by the farmee under the Farmout Agreement (the "Farmee's Interest") to the farmee free and clear of the Royalty Interest applicable thereto and, upon receipt of a certificate from Owner that the Farmout Agreement is in accordance with the provisions of this Section 4.07, Grantee shall execute, acknowledge and deliver promptly such instruments as reasonably requested by the farmee to evidence the release of such Royalty Interest insofar as it burdens the Farmee's Interest. In the event that the parties to such a Farmout Agreement do not elect to be excluded from Subchapter K of the Code, both the Farmee's Interest and the Retained Interest shall continue to be burdened by the Royalty Interest. Whether or not such Royalty Interest is released as provided above, no costs incurred or revenues received with respect to the Farmee's Interest shall be included in the calculation of Net Proceeds and no proceeds from the sale of Subject Minerals attributable to the Farmee's Interest shall be included in Section 3.03(a)(i)(A) for purposes of the Production Proceeds limitation set forth in Section 3.11. The Retained Interest (and the Farmee's Interest if such Royalty Interest is not released) shall continue to be burdened by such Royalty Interest. Owner shall have the exclusive and full right and authority to exercise or not to exercise any conversion option, and, if Owner exercises such option with respect to the Retained Interest, the interest to which the Retained Interest may be converted shall be burdened by such Royalty Interest.

4.08 Affiliates. In the maintenance, operation and development of any of the Burdened Interests, the administration of this Conveyance, the maintenance of records and the performance of any other obligations of Owner hereunder, Owner may, at any time and from time to time, employ, contract or otherwise deal with any Affiliate upon terms and conditions competitive in the oil and gas industry, except as expressly provided herein. Any compensation paid by Owner to an Affiliate as operator of any of the Burdened Interests shall be governed by the provisions of Section 3.03(a)(i)(A) and Section 6.01.

4.09 Operations. Subject to the provisions of Section 5.02(b), Owner shall have the exclusive right, as between Owner and Grantee, to operate the Burdened Interests to such extent and in such manner as Owner shall determine to be proper in accordance with reasonable and prudent business judgment and sound oil and gas field practices. Owner and any of the Nominees shall have full power and authority, without consent of Grantee, to enter into operating agreements and any other contracts or agreements relating to the operation, maintenance and development of the Burdened Interests and the marketing of Subject Minerals, and to alter, amend or terminate the same, upon such terms and conditions as Owner may determine, in accordance with reasonable and prudent business judgment and sound oil and gas field practices and all of the terms and provisions of this Conveyance.

4.10 Pooling and Unitization. Owner and any of the Nominees shall have the exclusive right, as between Owner

and Grantee, to pool or unitize any portion of the Burdened Interests in any oil or gas field or prospect and the Royalty Interests related thereto, and to alter, amend or terminate any pooling or unitization agreement heretofore or hereafter entered into, without consent of Grantee, upon such terms and conditions as Owner may determine, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, and any such pooling or unitization agreement shall be binding upon Grantee. Grantee shall promptly join in any pooling or unitizatien agreement if so requested by Owner.

4.11 Protection to Purchasers. Except as specified in a written notice from Owner and Grantee, or from Owner and the Secured Lenders or the receiver or receivers in the instance contemplated by Section 5.02(b), no pipeline company or other person purchasing, taking or processing Subject Minerals shall be required to take notice of, or to keep informed concerning, the status of the Royalty Interests, and Grantee hereby authorizes and directs all such companies and persons to pay proceeds of Subject Minerals or deliver all Subject Minerals to Owner, or to any other person that Owner may designate as Owner's agent for such purpose, without any liability whatsoever to Grantee.

4.12 Windfall Profit Tax. Owner shall use all reasonable efforts to ensure that the correct amount of Windfall Profit Tax (taking into account the effect, if any, of the net income limitation to the extent permitted by applicable regulations) due with respect to Grantee's share of Subject Minerals is either withheld by first purchasers of Subject Minerals or withheld by Owner (to the extent permitted by applicable regulations) and deposited with the Internal Revenue Service. If any portion of Grantee's share of Subject Minerals is not subject to withholding, Owner shall so notify Grantee in sufficient time to permit Grantee, its partners, and persons holding beneficial interests in Grantee's partners to file any necessary Windfall Profit Tax returns and make any necessary deposits of Windfall Profit Tax by the due dates thereof.

4.13 Default. If Owner defaults in the performance or observance of any term or condition required to be performed or observed by Owner under this Conveyance, and such default continues unremedied for a period of 30 days after written notice thereof has been given to Owner by Grantee (or, if such default is capable of being remedied by Owner but cannot be remedied within such 30-day period, Owner has not commenced to remedy such default within such 30-day period and does not continuously and diligently seek to remedy the same to completion within a reasonable period of time), then Grantee may pursue any and all remedies available to Grantee at law or in equity, including without limitation, the right to enforce specific performance of this Conveyance.

ARTICLE V

Rights of Mortgagees

5.01 Exercise of Grantee's Rights. The Secured Lenders shall be entitled, to the extent the Credit Agreement or any Security Document so provides, to exercise all of the rights, remedies, powers and privileges conferred upon Grantee by the terms of this Conveyance and to give or withhold all consents required to be obtained hereunder by Owner from Grantee; provided, however, that except as expressly set forth herein, nothing herein or in the Credit

Agreement or any such Security Document shall impose or be deemed to impose upon Owner any obligation or liability undertaken by Grantee under the Credit Agreement or such Security Document or obligation secured thereby.

5.02 Specific Performance; Receiver. (a) If Owner defaults in the performance or observance of any term, covenant or condition required to be performed or observed by Owner under this Conveyance, which default is not remedied or commenced to be remedied in accordance with Section 4.13, then in addition to the rights set forth in Section 5.01 above, the Secured Lenders may apply to any court having jurisdiction with respect to such matter for the specific performance or observance of such term or condition. If the default by Owner is such that delay in enforcement of such term, covenant or condition could irreparably harm the interests of the Secured Lenders, the Secured Lenders may pursue their remedies with respect to such default, after notice to Owner, without the passage of 30 days or other cure period provided for in Section 4.13.

(b) Owner further agrees that: (i) in the event of an unremedied default in the performance or observance of any term, covenant or condition required to be observed or performed by Owner under this Conveyance, which default materially adversely affects the interests of Grantee or the Secured Lenders, or (ii) if Owner or any Affiliate becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated a bankrupt or insolvent or admits in writing its inability to pay its debts generally as the same become due, or if any proceedings are instituted by Owner or any Affiliate under any state or federal law for relief of debtors seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts or seeking the appointment of a receiver, trustee, custodian, liquidator or similar official of itself or any material part of the Burdened Interests, or if a voluntary petition in bankruptcy or for reorganization or for an adjudication of Owner or any Affiliate as an insolvent or a bankrupt, is filed by Owner or any Affiliate, or seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts or seeking the appointment of a receiver, trustee, custodian, liquidator or similar official of itself or any material part of the Burdened Interests, then, notwithstanding any other provision of this Conveyance, the Secured Lenders shall be entitled as a matter of right, without regard to the adequacy of the security for their loans to Grantee or the solvency of Grantee or Owner, to the appointment of a receiver or receivers of the Secured Lenders' choice, except as may be prohibited by law, of all or any part of the Burdened Interests, the Related Personal Property and any Subject Minerals. Any such receiver shall have full power and authority to take possession of the Burdened Interests, the Related Personal Property and Subject Minerals, to operate the Burdened Interests and Related Personal Property, to sell and collect the proceeds of all Subject Minerals for the accounts of Owner, Grantee and the Secured Lenders, and to execute any and all applications, orders and other documents, in Owner's name, all as may be necessary or proper to operate the Burdened Interests and Related Personal Property to the same extent and with the same power and authority as Owner. Owner hereby consents to the appointment of such receiver or receivers, agrees not to oppose any application therefor by the Secured Lenders or any appointment pursuant

hereto, and agrees to execute such documents and instruments and to perform such other acts as may be reasonably required to effect such receivership.

5.03 Abandonment or Surrender Procedure. If, pursuant to Section 4.05, Owner proposes to abandon or surrender any Lease or any well located on any of the Burdened Interests, then, unless the Secured Lenders have otherwise then so directed, Owner shall first give written notice of any such proposed abandonment or surrender to the Secured Lenders, including in such notice such information about the property to be abandoned as the Secured Lenders may reasonably require; and, if the Secured Lenders so request within 10 Business Days after delivery of such notice, Owner shall assign to the Secured Lenders the interest proposed to be abandoned or surrendered upon payment by the Secured Lenders of the reasonable salvage value of the Related Personal Property in, on or appurtenant to the portion of the Burdened Interests so assigned.

5.04 Farmouts, Sales and Other Transfers. (a) Notwithstanding the provisions of Section 4.06(a)(iii), the Royalty Interests insofar as they relate to any Burdened Interests sold pursuant to Section 4.06(a) shall not be deemed to be released and relinquished under Section 4.06(a)(iii), and the Subject Minerals related thereto shall remain Subject Minerals, and such Burdened Interests shall remain Burdened Interests, unless and until any liens or encumbrances held by the Secured Lenders on such Royalty Interests have been released in writing by the Secured Lenders.

(b) Notwithstanding the provisions of Section 4.06(b), no portion of the Burdened Interests shall be sold or otherwise transferred by Owner without the prior written consent of the Secured Lenders to such sale or transfer (which consent shall not be unreasonably conditioned, withheld or delayed), if the value of the portion of the Burdened Interests to be sold or otherwise transferred plus the value of the Royalty Interest related thereto, determined on the basis of the Engineering Report, exceeds $25,000,000.

(c) The requirement of Section 4.06(c) that any Grantee transfer all, or an undivided interest in all, of the Royalty Interests shall not be applicable to any foreclosure of any liens or encumbrances on any of the Royalty Interests, to any deed or assignment in lieu of foreclosure thereof to the Secured Lenders or their designee, or to any subsequent transfer of the portions of such Royalty Interest so transferred.

(d) Without the prior written consent of the Secured Lenders (which consent shall not be unreasonably conditioned, withheld or delayed), Owner shall not enter into any Farmout Agreement if, pursuant to such Farmout Agreement, any party other than Owner is to conduct Permitted Drilling.

(e) Without limiting the matters which may be considered by the Secured Lenders in determining whether or not to give their consent to any sale, farmout or other transfer of all or any portion of the Burdened Interests or the matters which may reasonably constitute a basis for withholding or conditioning such consent, and notwithstanding any other provision of this Conveyance, it shall not be unreasonable for the Secured Lenders to withhold or condition such consent if, in the reasonable judgment of the Secured Lenders, the proposed transferee may lack such

accounting or managerial capabilities, experience or net worth as the Secured Lenders then determine should be required of any such transferee to permit such transferee to fully and completely discharge its obligations under this Conveyance.

5.05 Limitation of Rights. Notwithstanding anything to the contrary contained herein, the provisions of this Article V shall terminate and be of no further force and effect upon payment in full of the Royalty Debt and the satisfaction of all obligations owed to the Secured Lenders pursuant to or in connection with the Credit Agreement and the Security Documents.

ARTICLE VI

Miscellaneous

6.01 Standard of Conduct. In the maintenance, operation and development of any of the Burdened Interests, the administration of this Conveyance, the maintenance of records and the performance of any other obligations of Owner hereunder, Owner shall act in good faith, in accordance with reasonable and prudent business judgment and, if applicable, in accordance with sound oil and gas field practices. In each case where Owner is required to make an estimate herein, such estimate shall be a reasonable estimate made in good faith.

6.02 Proportionate Reduction. In the event of any failure or deficiency in title to any of the Burdened Interests, the Royalty Interest attributable to such Burdened Interest shall be payable from such reduced Burdened Interest; provided, however, that nothing in this Section 6.02 shall diminish or negate the warranty of title set forth in Section 4.01 above.

6.03 Governmental Regulations. All obligations of Owner hereunder shall be subject to all applicable provisions of the Natural Gas Act, the Natural Gas Policy Act of 1978 and each other state or federal statute regulating the sale of Minerals or establishing maximum prices at which Minerals may be sold, and all applicable laws, orders, rules and regulations of the Federal Energy Regulatory Commission and each other state or federal legislative or governmental body, agency, board, Indian tribe or commission having jurisdiction over the Burdened Interests, as from time to time in effect. Owner, in its sole discretion, may make filings, for itself and on behalf of Grantee, with the Federal Energy Regulatory Commission or any other state or federal governmental body, agency, board or commission having jurisdiction relating to the price or prices at which Subject Minerals may be sold, but shall not in any event be liable to Grantee for failure to make or to timely make any such filing.

6.04 Further Assurances. Owner and Grantee shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such other and additional instruments, notices, releases and other documents and take such other action as may be necessary or appropriate to more fully assure to each other, or successors or assigns or any third parties, all of the respective rights and interests herein and hereby granted or intended to be granted.

6.05 Relationship of Parties. Nothing contained herein shall be construed as creating a partnership, joint

venture, association, trust, mining partnership or other entity, or constituting any person the agent of any other person.

6.06 Business Days. Any act required by the terms of this Conveyance to be performed on a day other than a Business Day shall be deemed to have been performed on such day if it is performed on the first Business Day following such day.

6.07 Notices. All notices and communications required or permitted under this Conveyance shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made if actually delivered, or if mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Owner:

AMERICAN ROYALTY PRODUCING COMPANY
717 - 17th Street
Denver, Colorado 80202
Attention: President, PLF-ARPC, Inc.

If to Grantee:

AMERICAN ROYALTY PARTNERSHIP
717 - 17th Street
Denver, Colorado 80202
Attention: President, American Royalty
Partnership Management Company

Either party may, by written notice actually delivered to the other, change the address to which delivery shall thereafter be made. Notices mailed in accordance with this Section 6.07 shall be deemed to have been received five days after mailing.

6.08 Headings. The headings of the articles and sections of this Conveyance are for convenience of reference only and shall not limit or otherwise affect, and shall not be used in construing, any of the terms or provisions of this Conveyance.

6.09 Perpetuities Savings Clause. Notwithstanding any other provision of this Conveyance, any future interest created by this Conveyance that is not vested on the date hereof shall terminate, if such interest has not previously vested, 21 years less one day after the date of death of the last survivor of all of the descendants of Joseph P. Kennedy, father of John F. Kennedy, the late President of the United States of America, who are living on the date hereof.

6.10 Unenforceable or Inapplicable Provisions. If any provision of this Conveyance is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions shall be liberally construed in order to carry out the intent of this Conveyance. The invalidity of any provision of this Conveyance in any jurisdiction shall not affect the validity and enforceability of such provision in any other jurisdiction.

6.11 Counterparts. This Conveyance may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Exhibit A hereto containing specific descriptions of certain Burdened Interests which relate to land

under the jurisdiction of offices or located in, or adjacent to, counties or parishes other than the office, county or parish in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument. A full and complete copy of this Conveyance is being recorded in Los Angeles County, California. A counterpart of this Conveyance containing all parts of Exhibit A that relate to Louisiana properties (onshore and offshore) is being filed for recording in Jefferson Davis Parish, Louisiana, and a counterpart of this Conveyance containing all parts of Exhibit A that relate to offshore Louisiana properties is being filed with the Minerals Management Service, Gulf of Mexico OCS Region, in Metairie, Louisiana, in the case file for the Lease bearing serial number OCS-G-2643.

6.12 References. Reference made in this Conveyance, including use of a pronoun, shall be deemed to include where applicable, masculine, feminine, singular or plural, individuals, partnerships, corporations and other persons. As used in this Conveyance, "person" shall mean any natural person, corporation, partnership, trust, estate or other entity; "any portion" shall include "all" of the thing referred to unless otherwise expressly provided where the term is used; and "herein" refers to any portion of this Conveyance, including the Exhibits hereto which, by this reference, are incorporated herein and made a part hereof.

6.13 Construction. This Conveyance is intended to create in Grantee, to the maximum extent permitted by applicable law, presently vested interests in and to real property and in and to the products and proceeds thereof, together with rights and interests in land. If, under applicable law, any right or other interest created hereby is construed to be other than an interest in or to real property, Grantor and Grantee intend, nevertheless, that such interest be construed to be an interest in or to property, presently vested in Grantee, not merely a contract right, and not terminable or defeasible during the term of any of the Leases or other Burdened Interests except as otherwise expressly provided herein.

6.14 Choice of Law. Insofar as permitted by otherwise applicable law, this Conveyance shall be construed under and governed by the laws of the State of Colorado; provided, however, that, with respect to any portion of the Burdened Interests located outside of the State of Colorado, the laws of the place where such property is located shall apply to the extent, and only to the extent, necessary to permit creation, ownership, hypothecation and other transfers of the Royalty Interests, or any of them, and to permit Grantee and the Secured Lenders to enforce or realize upon their respective rights and remedies hereunder with respect to such property.

6.15 Parties in Interest. This Conveyance shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Except as provided in Section 4.11 and Article V, nothing contained in this Conveyance, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

6.16 Recording References. All recording references in Exhibit A hereto are to the official real property records of the county or parish in, or adjacent to, which the affected land is located. The references in Exhibit A

hereto to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

6.17 Participating Partnerships and Nominees. The Participating Partnerships execute this Conveyance: (a) for themselves solely to assign all of their right, title and interest in or to the Burdened Interests to ARPCO without warranty of any kind, express, implied or statutory, and (b) in their respective capacities as general partners of ARPCO. The Nominees execute this Conveyance for themselves as record title holders of the Burdened Interests and on behalf of Owner, but the Nominees make no warranties herein, either express or implied. Neither the Participating Partnerships nor the Nominees shall have any of the obligations of Owner hereunder.

EXECUTED in Denver, Colorado in the presence of the undersigned competent witnesses on December 30, 1984, to be effective for all purposes as of the Effective Time.

ARPCO:

AMERICAN ROYALTY PRODUCING COMPANY,
a Colorado general partnership

By: PLC-ARPC, INC., a Colorado corporation, as general partner

By: _____
David A. Frawley
Vice President

Attest:

_____
Larry Gardner
Assistant Secretary

[SEAL]

By: PLF-ARPC, INC., a Colorado corporation, as general partner

By: _____
David A. Frawley
Vice President

Attest:

_____
Larry Gardner
Assistant Secretary

[SEAL]

By: All of the following Colorado limited partnerships (which are all of the Participating Partnerships), each in their respective capacities as a general partner of ARPCO:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11

[redacted] [redacted] [redacted]

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

By: PETRO-LEWIS FUNDS, INC., a Colorado corporation, as general partner of each of such limited partnerships

Attest:

Larry Gardner
Assistant Secretary

By: Lon McCain
Lon McCain
Vice President

[SEAL]

NOMINEES:

PARTNERSHIP PROPERTIES CO.,
a Colorado general partnership

By: David G. Frawley
David A. Frawley
General Partner

PETRO-LEWIS FUNDS, INC., a
a Colorado corporation

ATTEST:

Larry Gardner
Assistant Secretary

[SEAL]

By: Lon McCain
Lon McCain
Vice President

PETRO-LEWIS CORPORATION, a Colorado
corporation

Attest:

Larry Gardner
Assistant Secretary

[SEAL]

By: Lon McCain
Lon McCain
Vice President

ARP:

AMERICAN ROYALTY PARTNERSHIP, a
Colorado general partnership

Attest:

Larry Gardner
Assistant Secretary

[SEAL]

By: AMERICAN ROYALTY PARTNERSHIP
MANAGEMENT COMPANY, a Colorado
corporation, as general partner

By: David A. Frawley
David A. Frawley
Vice President

PARTICIPATING PARTNERSHIPS:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-8

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships

By: PETRO-LEWIS FUNDS, INC.,
a Colorado corporation,
as general partner of each
of such limited partnerships

Attest:

Larry Gardner
Assistant Secretary

[SEAL]

By: Lon McCain
Lon McCain
Vice President

WITNESSES to the signatures
of all parties:

Name: Laura M. Harris

Name: Karen A. Aviles

THIS INSTRUMENT PREPARED BY:

Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

ACKNOWLEDGMENTS

AMERICAN ROYALTY PRODUCING COMPANY

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that David A. Frawley and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC. and PLF-ARPC, INC., each Colorado corporations, as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporations, acting in their capacity as general partners as aforesaid. Given under my hand and seal of office this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, on behalf of PLC-ARPC, INC. and PLF-ARPC, INC., respectively, which corporations executed the within conveyance as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, the partnership therein named, on behalf of the partnership, and acknowledged to me that the corporations, as general partners of the partnership, and said partnership 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared David A. Frawley and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, known to me to be the persons whose names are subscribed to the foregoing Conveyance, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporations as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and

[redacted] [redacted] [redacted]

PLF-ARPC, INC., a Colorado corporation, as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said corporations as the general partner of said general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

The foregoing Conveyance was acknowledged before me on December 30, 1984 by David A. Frawley and Larry Gardner, Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, on behalf of the corporations, as general partners, on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, on behalf of the corporations as the general partners on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership.

Witness my hand and official seal.

(SEAL)

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

My commission expires: 9-16-87

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor , a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as the general partner of such limited partners as afore said.. Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State,

[redacted] -5- [redacted]

duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, which corporation executed the Conveyance of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1

PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, each of which limited partnerships executed the Conveyance as a general partner of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, and acknowledged to me that said corporation and said partnerships 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of Directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the act and deed of said corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and year therein mentioned, on behalf of said corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-11

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7

[redacted] [redacted] [redacted]

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, all as general partners on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Witness my hand and official seal.

Donna F. Taylor
Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

PARTNERSHIP PROPERTIES CO.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that David A. Frawley, whose name as a general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, is signed to the foregoing Conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Conveyance, he, general partner and with full authority, executed the same voluntarily, acting in his capacity as the general partner as aforesaid. Given under my hand and seal of office this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this Conveyance as a general partner on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared David A. Frawley, to me personally known, who, being by me duly sworn, did say that he is general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, known to me to be the person whose name is subscribed to the foregoing Conveyance, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of a general partner of said general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley, general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, who acknowledged that he signed and delivered the foregoing Conveyance on the day and the year therein mentioned, on behalf of said general partnership, as general partner of said general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

The foregoing Conveyance was acknowledged before me on December 30, 1984 by David A. Frawley, general partner, on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by David A. Frawley, as general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, on behalf of said general partnership. Witness my hand and official seal.

[SEAL]

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

My commission expires: September 16, 1987.

PETRO-LEWIS FUNDS, INC.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of Directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the free act and deed of said corporation.

[redacted] [redacted] [redacted]

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and the year therein mentioned, on behalf of said corporation. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

Donna F. Taylor

[SEAL]

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

My commission expires: September 16, 1987.

PETRO-LEWIS CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis

of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, and acknowledged to me that said corporations executed the same pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of Directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the free act and deed of said corporation.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and the year therein mentioned, on behalf of said corporation. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

[SEAL]

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

My commission expires: September 16, 1987.

AMERICAN ROYALTY PARTNERSHIP

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that David A. Frawley and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, as general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as the general partner as aforesaid. Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, or on behalf of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, which corporation executed the within Conveyance as general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, on behalf of the partnership and acknowledged to me that the corporation, as general partner of said partnership, and said partnership 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared David A. Frawley and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, known to me to be the persons whose names are subscribed to the foregoing Conveyance, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation as general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, who acknowledged that they signed and delivered the foregoing

Conveyance on the day and the year therein mentioned, on behalf of said corporation as the general partner of said general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by David A. Frawley and Larry Gardner, Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, as general partner, on behalf of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, on behalf of the corporations as general partner on behalf of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership. Witness my hand and official seal.

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

PARTICIPATING PARTNERSHIPS

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
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PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, are signed to the foregoing Conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Conveyance they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as the general partner of such limited partnerships as aforesaid. Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, which corporation executed the Conveyance of

PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
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PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and acknowledged to me that said corporation and each of said partnerships executed the same.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the act and deed of said corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
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PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and year therein mentioned, on behalf of said corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
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PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
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PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
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PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships. Witness my hand and official seal.

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

635C

PREAMBLE TO EXHIBIT A
TO
CONVEYANCE OF OVERRIDING ROYALTY INTERESTS

1. Undefined Terms. Capitalized terms used but not defined in this Preamble shall have the meanings specified for them in the Conveyance of Overriding Royalty Interests (the "Conveyance") to which this Preamble is attached; provided that with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana are applicable as a matter of federal law, ARPCO is the record owner and the beneficial owner of such portions of the Burdened Interests and references herein to "Grantor" with respect to such portions of the Burdened Interests shall be deemed to refer solely to ARPCO and shall not include any of the Nominees.

2. Scope and General Format of Exhibit. The Burdened Interests described in Sections 1.05(a)(i) and 1.05(a)(ii) of the Conveyance are described in this Exhibit A on a state, county and field basis. This Exhibit A consists of this Preamble, the Index and the description of the Burdened Interests which description is separated by state, then county, then field. Within each field the description is further subdivided, where applicable, into Part I-Subpart A, Part I-Subpart B, Part II and Part III.

(a) Part I.

(i) Subpart A. Part I-Subpart A, if any, for each field describes (x) certain Burdened Interests other than those which any party Grantor acquired by virtue of the Conoco Assignments (as hereinafter defined) and (y) the Burdened Interests located on the Outer Continental Shelf which any party Grantor acquired from Conoco effective as of January 1, 1983.

(ii) Subpart B. Part I-Subpart B, if any, for each field (except the Sacatosa Field, Maverick County, Texas) describes Burdened Interests not located on the Outer Continental Shelf and which any party Grantor acquired by virtue of three instruments each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC, one from Conoco to PPC and one from PLC to PPC, which instruments do not provide for any reversion to Conoco of the interests conveyed thereby (the "Conoco Non-Reversionary Assignments").

(b) Part II. Part II, if any, for each field (except the Sacatosa Field, Maverick County, Texas) describes Burdened Interests which any party Grantor acquired from Conoco (other than those located on the Outer Continental Shelf) by virtue of three instruments each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC, one from Conoco to PPC and one from PLC to PPC, such interests being subject to reversion to Conoco at "payout" (the "Conoco Reversionary Assignments").

(c) Burdened Interests in Sacatosa Field Described in Part I-Subpart B and Part II. The Burdened Interests described in Part I-Subpart B and Part II for the Sacatosa Field were acquired by Grantor by virtue of two instruments, each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC and one from PLC to PPC (the "Conoco Sacatosa Assignments"). The assignment from Conoco to PLC provides for a reversion to Conoco of an undivided 35 percent of the interests conveyed thereby at "payout." The Burdened Interests in the Sacatosa Field described in Part I-Subpart B are those conveyed to PLC by such assignment which do not revert to Conoco at payout and the Burdened Interests in the Sacatosa Field described in Part II are those which do revert to Conoco at payout.

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(d) Part III. Part III, if any, for each field describes additional Burdened Interests not described in Part I or Part II. It is the intent of Grantor and Grantee that any Burdened Interests which will remain subject to "tax partnerships" after the Effective Time be described solely in Part III; if any such Burdened Interests are set forth in Part I, they shall be deemed instead to be described in Part III.

3. Incorporation of Legal Descriptions. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that any land description in this Exhibit A is incorrect or not legally sufficient, the applicable land description contained in the documents so recorded is incorporated herein by this reference.

4. General Definitions.

(a) "Burdens" as used herein shall mean all lessors' royalties, overriding royalties, production payments and other similar interests valid and subsisting as of the Effective Time.

(b) "Well" as used in this paragraph 4 shall mean a well producing or capable of producing oil or gas as to the formations indicated in Exhibit A, or, if no such formation is indicated, the formations in which such well is presently producing, or if temporarily shut in, the formations in which the same is presently capable of producing, together with the lease or unit, pool or other communitized area upon which such well is located or applicable to such well. A well completed in more than one formation may be reflected as a separate well with respect to each completion.

(c) The terms "Working Interest" ("WI"), "Operating Interest" ("OI") and "Leasehold Interest" ("LI") are used herein interchangeably and (i) with respect to each lease, shall mean the interest owned by Grantor in and to the full and entire leasehold estate created under and by virtue of such lease and all rights of every kind and character appurtenant thereto or arising therefrom insofar as the said interest in said leasehold estate is burdened with the obligation to bear and pay costs of operations, without regard to any Burdens; (ii) with respect to a unit, pool or other communitized area, shall mean the interest in and to the full and entire unitized, pooled or other communitized interest created under and by virtue of each of the unitization, pooling or similar agreements described herein and all rights of every kind and character appurtenant thereto, or arising therefrom insofar as the said interest in said unitized, pooled or other communitized area is burdened with the obligation to bear and pay costs of operations and is created by virtue of Grantor's ownership of interests in the leases described herein, without regard to any Burdens; and (iii) with respect to a well, shall mean the share of the costs of operations conducted thereon which Grantor is obligated to bear by virtue of its ownership of an interest in the lease or unit on which such well is located or by virtue of which Grantor is entitled to a share of the production from such well.

(d) The terms "Net Interest in Production" ("NPI") and "Net Revenue Interest" ("NRI") are used herein

interchangeably and (i) with respect to each lease, shall mean the interest in and to applicable production produced, saved and sold from, under or by virtue of such lease, described herein after giving effect to all Burdens; (ii) with respect to a unit, pool or other communitized area, shall mean the interest in and to applicable production produced, saved and sold from, under or by virtue of each of the unitization, pooling or similar agreements described herein and the leases or other interests subject thereto and is afforded to Grantor by virtue of its ownership of the Working Interest in such lease, after giving effect to all Burdens; (iii) with respect to royalty, overriding royalty interests and other interests owned by Grantor other than leasehold interests, shall mean the interest in applicable production in, under and by virtue of the described interest, determined after giving effect to any and all Burdens which may be applicable to such described interest; and (iv) with respect to a well, that interest in the applicable production produced, saved and sold from the existing interval in which such well is completed which is afforded to Grantor by virtue of its ownership of the Working Interest in the Lease on which such well is located, or by virtue of which Grantor is entitled to such interest in production from such well, after deducting all Burdens against the production therefrom.

(e) The term "After-Payout" ("APO") as used herein specifies the Net Revenue Interest and the Working Interest of Grantor after the occurrence of a particular event, such as payout of certain costs with respect to a well or wells, as described in a Lease, one or more of the agreements to which the affected property is stated in this Exhibit A to be subject, or certain assignment instruments in the chain of title to the affected property.

(f) The term "Before-Payout" ("BPO") as used herein specifies the Net Revenue Interest and the Working Interest of Grantor before the occurrence of a particular event, such as payout of certain costs with respect to a well or wells, as described in a Lease, one or more of the agreements to which the affected property is stated in this Exhibit A to be subject, or certain assignment instruments in the chain of title to the affected property.

(g) In the case of certain Federal, Indian and State leases, the Burdened Interests set forth herein may be in the nature of either record title or operating rights.

(h) "Assignor" or "Assignors" as used in this Exhibit A shall mean Grantor. The following abbreviations shall have the indicated meaning when used in Part I-Subpart A and Part III:

CI	contractual interest
ORI	overriding royalty interest
RI	royalty interest

5. Specific Format of Burdened Interests Described in Part I-Subpart B and Part II (Interests Acquired from Conoco).

(a) General Format. The Conoco Non-Reversionary Assignments, the Conoco Reversionary Assignments and the Conoco Sacatosa Assignments are referred to herein collectively as the "Conoco Assignments." The Conoco Assignments are recorded as set forth in the "Schedule of Conoco Recording Information" attached as Schedule I to this Preamble. The Burdened Interests described in Part I-Subpart

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B and Part II constitute collectively all of Grantor's present interest in the Leases, Land and other property interests and rights described therein conveyed to Grantor by the Conoco Assignments. Because the leasehold interests in the particular Leases described in Part I-Subpart B and Part II are not set forth in Exhibit A, the special warranty of title contained in Section 4.01 of the Conveyance, insofar as it concerns the Royalty Interest burdening those Burdened Interests described in Part I-Subpart B and Part II, only extends to the Operating Interests and Net Revenue Interests set forth therein.

(b) The descriptions of certain Leases and Land are repeated in Part I-Subpart A, Part I-Subpart B, Part II and Part III, or some combination thereof. Such multiple descriptions are intentional and the Burdened Interests attributable to each such description are separate and distinct interests, not the same interests.

(c) Conoco Subject to Agreements. In addition to the agreements and instruments listed in Part I-Subpart B and Part II, if any, for each field, those Burdened Interests owned by virtue of the Conoco Assignments are subject to the terms and conditions of the following agreements between Conoco and one or more of the entities comprising Grantor, each dated effective as of January 1, 1983: (i) Operating Agreement, (ii) Preferential Right to Purchase Crude Oil and Condensate, (iii) Preferential Right to Purchase Gas and Liquids, (iv) Accounting Agreement, (v) Tax Agreement and (vi) Agreement for Enhanced Oil Recovery Operations.

(d) Specific Format. The format of the description of the Leases and Land in Part I-Subpart B and Part II is as follows:

(i) With respect to each Lease, the description includes the date, the lessor, the recording information, the governmental or state serial number assigned to the Lease (if applicable), a description of the lands covered by the Lease that are being burdened by the Royalty Interests (as limited by depth limitations that may be described herein), and a reference to all amendments, if any, to the Lease. If the description of the Lease or amendments requires, such description may be continued on the final page of the Part I-Subpart B or Part II, as the case may be, for that field. If the recorded instrument is a short form or memorandum of a Lease, the term "Lease" shall be deemed to include all of the terms and provisions of the Lease referred to in such short form or memorandum. Certain property descriptions are in abbreviated form as to Sections, Townships and Ranges. In such descriptions the following terms may be abbreviated as follows:
Northwest Quarter - NW, NW/4 or NW1/4;
Southwest Quarter - SW, SW/4 or SW1/4;
Southeast quarter - SE, SE/4 or SE1/4;
Northeast Quarter - NE, NE/4 or NE1/4;
North Half - N/2 or N1/2; South Half - S/2 or S1/2; East Half - E/2 or E1/2; and West Half - W/2 or W1/2. The applicable Section, Township and Range may be identified by a series of three numbers, each separated by a dash, with the first number being the Section number, the second number being the Township number and the third number being the Range number. The Township and Range numbers are followed by an N, S, E or W to indicate whether the Township or Range is North, South, East or West, respectively. In some instances, the section number may be stated by itself and not in conjunction

with a series of dashed numbers representing the appropriate Township and Range. Thus, for example, the description "N/2 14, SESW 21-29N-8W" means "north one-half of Section 14 and southeast quarter of southwest quarter of Section 21, all in Township 29 North, Range 8 West." Certain descriptions merely refer to the subdivision or survey in which the property is located in whole or in part. In such cases, the recorded Leases and any amendments thereof and any other recorded instruments affecting Grantor's title more particularly describe the land within such subdivision or survey in which Grantor own an interest, and the descriptions contained in such instruments are incorporated herein by this reference.

(ii) Each well or unit with respect to which the Working or Operating Interest and Net Revenue Interest of Grantor are stated is described as follows: (1) each well is described by reference to Conoco's well name which may or may not be the name stated in the records of the applicable state or federal regulatory authority, and (2) each unit is described by the name used in the instrument creating such unit or, if the instrument contains no such name, then by Conoco's name for such unit. The Property Number is Grantor's internal reference for accounting purposes.

(iii) The symbol SSR following a Net Revenue Interest indicates that the well or unit includes one or more Leases with a sliding scale or step scale royalty or overriding royalty. In such cases, the decimal or percentage interest following such symbol is the sliding scale or step scale royalty or overriding royalty rate which has been used in computing the Net Revenue Interest set forth in Part I-Subpart B and Part II of this Exhibit A. The Net Revenue Interest may increase or decrease with changes in the sliding scale or step scale royalty or overriding royalty rate in accordance with the terms of the instrument creating such sliding scale or step scale royalty or overriding royalty. The matters to which any Lease, well or unit described in Part I-Subpart B and Part II of this Exhibit A are stated to be subject within a given field may burden any Lease, well or unit described in Part I-Subpart B and Part II of this Exhibit A within the same field. The word "Oil" set forth following a Net Revenue or Working or Operating Interest indicates that such interest is in oil production only. The word "Gas" set forth following a Net Revenue or Working or Operating Interest indicates that such interest is in gas production only, excluding casinghead gas and gas produced in association with oil. If the Lease description states that the Burdened Interest is limited to Gas Rights Only, the Working or Operating Interest and Net Revenue Interest for each well located on, or the right to production from which is attributable to, such Lease are limited to interests in gas production only, excluding casinghead gas and gas produced in association with oil.

(e) For convenience, certain terms have been abbreviated. When used in Part I-Subpart B or Part II, the abbreviations set forth in the "Schedule of Part I-Subpart B and Part II Abbreviations" attached as Schedule II to this Preamble shall have the meanings specified for them in such schedule.

(f) Certain Property Numbers with respect to which a Working or Operating Interest is represented contain the abbreviation SWD or IWA rather than a Net Revenue

Interest representation. In such cases, the representation is intended only to describe the share of the costs of constructing, operating and maintaining the salt water or injection wells and facilities identified by such Property Number borne by the Burdened Interests.

6. Additional Subject To Items. The Burdened Interests described on pages 703 through 743 of this Exhibit A are subject to Dissolution, Liquidation and Termination Agreement dated effective as of December 31, 1984 among Petro-Lewis Funds, Inc., Petro-Lewis Natural Gas Program 1973-1 and Petro-Lewis Natural Gas Program 1973-2 in addition to the matters set forth on such pages.

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF California

COUNTY OF Ventura

San Miguelito Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-CA	Conoco Inc.	Petro-Lewis Corporation	___/___/#8066
L228-CA	Conoco Inc.	Partnership Properties Co.	___/___/#8071
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	___/___/#8074

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-CA	Conoco Inc.	Petro-Lewis Corporation	___/___/#8067
L328-CA	Conoco Inc.	Partnership Properties Co.	___/___/#8072
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	___/___/#8075

STATE OF Colorado

COUNTY OF Rio Blanco

Douglas Creek, Douglas Creek West and Dragon Trail Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	425/42/209659
L226	Conoco Inc.	Partnership Properties Co.	425/172/209664
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	425/282/209667

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	425/71/209660
L326	Conoco Inc.	Partnership Properties Co.	425/201/209664
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	425/308/209668

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Mississippi

COUNTY OF Clarke

Davis Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-D	Conoco Inc.	Petro-Lewis Corporation	111/1871/____
L228-D	Conoco Inc.	Partnership Properties Co.	111/2461/____
PLC/PPC 28(APO)	Petro-Lewis Corporation	Partnership Properties Co.	111/306/____

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	111/214/____
L328	Conoco Inc.	Partnership Properties Co.	111/273/____
PLC/PPC 28(BPO)	Petro-Lewis Corporation	Partnership Properties Co.	111/330/____

STATE OF Montana

COUNTY OF Carbon

Elk Basin and Frannie Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-EB, F	Conoco Inc.	Petro-Lewis Corporation	77/616/225373
L228-EB, F	Conoco Inc.	Partnership Properties Co.	77/689/225379
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	78/1/225383

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-EB, F	Conoco Inc.	Petro-Lewis Corporation	77/650/225376
L328-EB, F	Conoco Inc.	Partnership Properties Co.	77/723/225380
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	78/32/225384

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF New Mexico

COUNTY OF Lea

Baish-Maljamar-Pearsall Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	409/577/289
L226	Conoco Inc.	Partnership Properties Co.	409/655/292
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	409/733/295

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	409/613/290
L326	Conoco Inc.	Partnership Properties Co.	409/691/293
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	409/766/296

STATE OF New Mexico

COUNTY OF Arriba

San Juan Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	97/1/16418
L226	Conoco Inc.	Partnership Properties Co.	97/563/16422
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	98/287/16426

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	97/279/16419
L326	Conoco Inc.	Partnership Properties Co.	98/1/16423
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	98/562/16427

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF New Mexico

COUNTY OF San Juan

San Juan Field

Conoco Non-Reversionary Assigments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	953/2/15402
L226	Conoco Inc.	Partnership Properties Co.	954/1/15405
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	955/1/15408

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	953/3/15403
L326	Conoco Inc.	Partnership Properties Co.	954/2/15406
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	955/2/15409

STATE OF Oklahoma

COUNTY OF Texas

Hugoton Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K262	Conoco Inc.	Petro-Lewis Corporation	624/563/559640
L262	Conoco Inc.	Partnership Properties Co.	630/1/559643
PLC/PPC 62 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	630/280/559646

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K362	Conoco Inc.	Petro-Lewis Corporation	624/700/559641
L362	Conoco Inc.	Partnership Properties Co.	630/138/559644
PLC/PPC 62 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	630/414/559647

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Andrews

Fuhrman-Nix Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	481/49/830085
L226	Conoco Inc.	Partnership Properties Co.	___/___/830088
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	481/194/830092

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	481/81/830086
L326	Conoco Inc.	Partnership Properties Co.	481/151/830098
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	481/223/830093

STATE OF Texas

COUNTY OF Crockett

Todd Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	375/826/85786
L226	Conoco Inc.	Partnership Properties Co.	376/35/85790
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	116/271/85794

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	378/1/85787
L326	Conoco Inc.	Partnership Properties Co.	376/63/85791
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	376/97/85795

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Ector

North Cowden Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	867/266/301
L226	Conoco Inc.	Partnership Properties Co.	867/338/304
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	867/409/308

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	867/299/302
L326	Conoco Inc.	Partnership Properties Co.	867/371/305
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	867/439/309

STATE OF Texas

COUNTY OF Fisher

Round Top Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228	Conoco Inc.	Petro-Lewis Corporation	499/860/83500
L228	Conoco Inc.	Partnership Properties Co.	500/43/83503
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	500/271/83507

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	500/1/83501
L328	Conoco Inc.	Partnership Properties Co.	500/179/83504
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	500/356/83508

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Gregg

East Texas Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	1416/60/289
L226	Conoco Inc.	Partnership Properties Co.	1416/150/292
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	1416/244/296

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	1416/102/290
L326	Conoco Inc.	Partnership Properties Co.	1416/192/293
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	1416/283/297

STATE OF Texas

COUNTY OF Howard

Howard Glasscock Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	531/556/92
L226	Conoco Inc.	Partnership Properties Co.	531/654/95
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	531/752/99

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	531/602/93
L326	Conoco Inc.	Partnership Properties Co.	531/700/96
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	531/795/100

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Kent

Salt Creek Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	163/627/41
L226	Conoco Inc.	Partnership Properties Co.	163/678/44
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	163/728/43

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	163/650/42
L326	Conoco Inc.	Partnership Properties Co.	163/700/145
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	163/747/49

STATE OF Texas

COUNTY OF Maverick

Sacatosa Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
KL-28	Conoco Inc.	Petro-Lewis Corporation	7/95/33334
PLC/PPC (All)	Petro-Lewis Corporation	Partnership Properties Co.	7/124/33336

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
KL-28	Conoco Inc.	Petro-Lewis Corporation	7/95/33334
PLC/PPC (All)	Petro-Lewis Corporation	Partnership Properties Co.	7/124/33336

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Pecos

Toborg Yates Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	518/441/7552
L226	Conoco Inc.	Partnership Properties Co.	518/496/7555
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	518/553/7559

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	518/465/7553
L326	Conoco Inc.	Partnership Properties Co.	518/521/7556
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	518/575/7560

STATE OF Texas

COUNTY OF Rusk

East Texas Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	1297/653/30039
L226	Conoco Inc.	Partnership Properties Co.	1297/739/30042
PLG/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	1297/824/30045

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	1297/693/30040
L326	Conoco Inc.	Partnership Properties Co.	1297/779/30043
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	1298/1/30046

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Yaokum

Wasson Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	408/123/145360
L226	Conoco Inc.	Partnership Properties Co.	408/192/145363
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	408/260/145367

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	408/155/145361
L326	Conoco Inc.	Partnership Properties Co.	408/223/145365
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	408/288/145368

STATE OF Wyoming

COUNTY OF Fremont

Circle Ridge Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-CR	Conoco Inc.	Petro-Lewis Corporation	195/56/1050625
L228-CR	Conoco Inc.	Partnership Properties Co.	195/645/1050628
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	195/750/1050631

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-CR	Conoco Inc.	Petro-Lewis Corporation	195/589/1050626
L328-CR	Conoco Inc.	Partnership Properties Co.	195/673/1050629
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	195/775/1050632

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Johnson

Sussex Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228	Conoco Inc.	Petro-Lewis Corporation	190/605/21504
L228	Conoco Inc.	Partnership Properties Co.	191/65/21508
PLC/PP 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	191/193/21512

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	190/1/21505
L328	Conoco Inc.	Partnership Properties Co.	191/100/21509
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	191/225/21513

STATE OF Wyoming

COUNTY OF Park

Elk Basin and Frannie Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-EB,F	Conoco Inc.	Petro-Lewis Corporation	79/620/205068
L228-EB, F	Conoco Inc.	Partnership Properties Co.	79/720/205071
PLC/PP 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	79/843/205074

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-EB, F	Conoco Inc.	Petro-Lewis Corporation	79/654/205069
L328-EB, F	Conoco Inc.	Partnership Properties Co.	79/754/205072
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	79/874/205075

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SCHEDULE II

SCHEDULE OF PART I-SUBPART B AND PART II ABBREVIATIONS

Abbreviation	Definition
A/EXCH -DT	Exchange Agreement - Delhi Taylor
AC(s)	Acre(s)
ACQ	Acquired or Acquisition
AGMT	Agreement
AMD'D	Amended
AMDT	Amendment
ASGN	Assignment
ASSG	Assignment
ASSGN	Assignment
BEG	Beginning
BET	Between
BIDDING W/OA	Bidding with Operating Agreement attached
BK	Book
BLK	Block
BNDRY	Boundary
BS	Base
C	Corner
CERT	Certificates
CERT'D	Certified
CERT of SUCC	Certificate of Succession
CO	County
COM	Communitized
COMM	Communitization Agreement
COMM - STATE	State approved communitization agreement
COND Assign	Conditional Assignment
CONT	Contract
COOP	Cooperative
DECL	Declaration
DESC'D/DESC	Described
DESIG	Designation
DEV	Development
DPTHS	Depths
DRLG	Drilling
DT	Delhi Taylor
DTD	Dated
EFF	Effective
EFF'NESS	Effectiveness
ESTAB	Established
F/O	Farmout
FED COMM	Federally approved communitization agreement
F/I	Farm in Agreement
FED O/A	Operating Agreement for Federally Approved Unit
FED UNIT	Federally approved Unit Agreement
FLD	Field
FORM	Formation
GAS PUR AMDMT	Amendment to Gas Purchase Agreement
GDN	Guardian
GEOL STUDY	Geological Study
INCL	Inclusive
INJ	Injection
INST	Instrument
IWA	Injection Water Well(s) and related facilities
LI	Leasehold Interest
LN	Line
LSE	Lease
LSE EQUIPME	Lease Equipment

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Abbreviation	Definition
LSE SALE	Lease Sale Agreement
LTD	Limited
LTR AGMT	Letter Agreement
MERGER	Merger Agreement
NRI	Net Revenue Interest
O/A	Operating Agreement
O/PARTIES	Operating Parties
OG & ML	Oil, Gas and Mineral Lease
OPER	Operating
OPER	Operations
OPR	Operator
OPR RT	Operating Rights
ORIG GR	Original Grantee
ORD	Order
ORR	Overriding Royalty
PARTIC AR/PARTICI AREA	Participating Area
POB	Point of Beginning
PSL	Public School Lands
PT	Partial
PUR	Purchase
PURCH	Purchase
PROD	Production
PRODPAY	Production Payment
PROD PYMT	Production Payment
PT	Part of Partial
RDS	Rods
REC	Recorded
REC'D	Recorded
REC COB	Recorded Conveyance of Book
REDUCE orr	Agreement to reduce overriding royalty
REL	Release
REVSD	Revised
REVS	Revision
RLSE	Release
ROW	Right of way
ROY	Royalty
RR CO	Railroad Company
RTS	Rights
RY CO	Railway Company
SE/C, NW/C, NE/C, SW/C	Southeast corner, Northwest corner, Northeast corner, and Southwest corner, respectively
SQ	Square
SUBJ	Subject
SUCC	Succession
SUPP'D/SUP'D	Supplemented
SUPPS	Supplements
SUR	Survey
SUR.	Surface
SURF	Surface
SWD	Salt Water Disposal Well(s)
TR	Tract
UN	Undeveloped
W/I Bndry	Within Boundary
WTRFLD	Waterflood
APO	After payout
BPO	Before payout

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Dragon Trail				

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3. Haskell		280-314			
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5. Seward		383			
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2. Cameron		386-388			
		473-475			
		1781-1786			
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	High Island Block 317				
	High Island Block 312/313				
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	Vermilion 161				
	Vermilion 320				
3. Iberia		389-396			
	Bayou Postillion				
	S. Marsh Island Blk. 146				
4. Jefferson		397-404			
	Manila Village				
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4. Marion.....	578-623			
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1. Carbon.....			624-631	632-639
Elk Basin				
Frannie				

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1. Eddy	Herradura Bend (formerly W. Indian Draw & N. Loving)	651-655			
2. Lea	Baish-Maljamar-Pearsal Blinebry Eunice Monument Lea Wolfcamp, S.E. Osudo Morrow, W.	656-676	677-688	689-700	
3. Rio Arriba	Blanco East Rincon (Basin Dakota) (Blanco Mesaverde) (S. Blanco Pictured Cliffs) (Tapacito Pictured Cliffs) San Juan Basin (Conoco) Tapacito	701-747	748-989	990-1230	
4. San Juan	Rincon (Basin Dakota) (Blanco Mesaverde) (S. Blanco Pictured Cliffs) (Tapacito Pictured Cliffs) San Juan Basin (Conoco)	702-743	748-989	990-1230	
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2. Bowman	Little Missouri	1232-1268			
3. Divide	Stoneview	1269			

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5. Grady		1351			
		1378-1382			
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	Powell, South				
7. Noble		1403-1418			
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	West Velma				
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5. Burleson		1676-1780			
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	Giddings				
6. Calhoun		1665			
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7. Chambers		1781-1790			
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	High Island Block 313				
	High Island Block 317				
	High Island Block 330 Complex				
	High Island Block 561				
	High Island Block 567				
	High Island Onshore				
8. Crockett		1791-1808	1809-1814	1815-1820	
	Todd				
	World				
9. Dawson		1821			
	Welch, West				
10. Denton		1822-1823			
	Boonesville				
11. Dimmitt		2206-2210			
	Catarina, SW/Dos Hermanos, W.				
	Gates Caterina				
12. Ector			1824-1830	1831-1837	
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13. Fayette		1838-1846			
		2065			
	Giddings				
	Muldoon-Austin Chalk				
14. Fisher			1847-1852	1853-1858	
	Round Top				
15. Gaines		1821		1859-1864	
	Wasson				
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	High Island Block 317				
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	High Island Block 561				
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17. Glasscock			1876-1888	1889-1901	
	Howard Glasscock				
18. Gregg		1902-1905	1906-1921	1922-1937	
	East Texas				
	Sabine S.E.				
19. Hardeman		1938			
	Medicine Mounds				
20. Harris		1939-1942			
	Josey Ranch				
	Meadowbrook				
21. Houston		1943-1975			
	Lost Creek				
22. Howard		1976-1978	1876-1887	1889-1990	
		1981-1985	1979	1980	
	Howard Glasscock				
	Iatan-East Howard				
23. Jack		1986			
	Boonesville				
24. Jasper		1987-1989			
	Sally Withers, W.				
25. Jefferson		1781-1789			
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	High Island Block 312/313				
	High Island Block 330 Complex				
	High Island Block 561				
	High Island Block 567				
26. Jim Wells		1670-1675			
	LaGloria				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
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	Jay Canyon Reef/Noodle Creek				
28. Kent			1992-1993	1994-1995	
	Salt Creek				
29. Kleberg		1665			
	Mustang Island (Block A-85)				
30. Lavaca		1996-2005			
	Hope				
31. Lee		2006-2080			
	Giddings				
32. Liberty		2081-2083			
	Cottonwood				
33. Matagorda		1665			
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		2084-2085			
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	Sargent, South				
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	Sacatosa				
35. McMullen		2088-2089			
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36. Nueces		1665			
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37. Panola		2090			
	Joaquin				
38. Pecos		2091-2093	2094-2095	2096-2097	
	Gomez				
	Yates				
39. Polk		2098-2135			
	Damascus				
40. Reagan		2136-2138			
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	East Texas				
	Oak Hill				

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44. Sterling		2149-2164			
	Conger				
45. Upshur		2165-2186			
	Gilmer				
46. Victoria		2187-2195			
	Coletto Creek				
47. Webb		2196-2219			
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48. Wise		1823			
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	Boonesville				
49. Yoakum		2250		1859-1864	
	Nannie May				
	Wasson				
50. Zapata		2251-2257			
	J. C. Martin				
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2. Fremont				2260-2262	2263-2265
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3. Johnson				2266-2276	2277-2287
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4. Park				624-631	632-639
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	Frannie				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
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1. Kern	Kern Bluff				2350-2352
B. LOUISIANA					
1. Cameron	North Creole				2353-2364
C. NEW MEXICO					
1. Lea	Bootleg Ridge N.				2365
2. Rio Arriba	San Juan				2366-2367
D. TEXAS					
1. Willacy	Block 1064-L				2368-2369
E. WYOMING					
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High Island Block 330 Complex					
High Island Block 561					
High Island Block 567					
Mississippi Canyon Block 194					
Mustang Island Block A-85					
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Carpenteria					

EXHIBIT A - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-800-01, WY-EC-01-800-02
PROPERTY NAME: State 41-36, State 33-36
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-001	State of Wyoming Serial Number 66-15523	Nat Novick	10/2/66	48/143	68.40%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout;

3. Operating Agreement dated July 1, 1972, among Westrans Petroleum, Inc., et al;

4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

6. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al, as sellers, and FMC Corporation, as buyer.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	66.36%	33.18%
Net Revenue Interest.	50.10%	27.12%

* The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE/4 NE/4 of Section 36, T. 27 N., R. 112 W., 6th P.M.

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II

EXHIBIT A - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-801-01
PROPERTY NAME: Federal 22-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-002	The United States of America Serial Number W-2108	Jas O. Breene, Jr.	11/1/1966	47/373	39.08%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 24: NW/4 NW/4, W/2 SW/4;
Section 25: W/2;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;

4. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	37.92%	18.96%
Net Revenue Interest.	28.91%	15.64%

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EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-802-01
PROPERTY NAME: Federal 33-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-003	United States of America Serial Number W-3776	Josephine E. Frye	2/1/67	41/445	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 13: W/2 W/2;
Section 24: E/2

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 5.0%;
3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;
4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2290

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II

EXHIBIT A - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-803-01
PROPERTY NAME: Federal 22-31
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-004	The United States of America Serial Number W-2690	Mrs. Margaret E. Allen	10/21/66	47/477	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 111 W., 6th P.M.
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE/4, E/2 NW/4, NE/4 SW/4 N/2 SE/4;
Section 32: Lot 1;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 5.0%;
3. Gas Purchase Agreement dated August 1, 1972 among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
4. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2291

[redacted] [redacted] [redacted]

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-804-01
PROPERTY NAME: Federal 33-24
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-005	The United States of America Serial Number W-15340	Ruth Fox Sears	10/1/68	47/505	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 24: E/2

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 5.0%;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Dalco Oil Company, et al, as Non-Operators;

4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2292

635 LL

635 mm

II

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-805-01
PROPERTY NAME: Federal 16-26
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

I.

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-006	The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48		39.08%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 26: NE/4;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 2.88%;
3. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al;
4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Unit Agreement dated as of April 15, 1969 among Belco Petroleum Corporation, as Operator, et al;
7. Operating Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;
8. Unit Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al.

II.

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-006	The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48		19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 26: NE/4;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 2.88%;
3. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al;

2293

[redacted] [redacted] [redacted]

PROPERTY NUMBER: WY-EC-01-805-01 (Continued)

4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

6. Farmout Agreement dated July 28, 1971 from Belco Petroleum Corporation, as Farmor, and Mountain Minerals Co., Farmee;

7. Unit Agreement dated as of April 15, 1969 among Belco Petroleum Corporation, as Operator, et al;

8. Operating Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;

9. Unit Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;

10. Gas Purchase Contract dated August 13, 1980 between Petro-Lewis Funds, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	37.92%	18.96%
Net Revenue Interest.	27.11%	15.73%

2294

635 na

[redacted] [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.

204913

RECORDED January 14 1985 8:00 AM
IN BOOK 173 Misc PAGE 636
FEES $18.00 Sandy Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Elkins

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
Agent and/

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 MID-YEAR LIMITED PARTNERSHIP, BY ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 STROH MID-YEAR LIMITED PARTNERSHIP, BY ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

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)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of January, 1985, 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:

7-26-86

Betty A. Herrold
Notary Public

Residence: My Commission Expires July 26 1986

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of January, 1985, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, A Colorado corporation, General Partner, on behalf of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

7-26-86

Betty A. Herrold
Notary Public

Residence: My Commission Expires July 26, 1986

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of January, 1985, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner, on behalf of ENERGETICS 1981 STROH MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

My commission expires:

7-26-86

Betty A. Herrold
Notary Public

Residence: My Commission Expires July 26, 1986

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 — 3.097595%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Guaranty Energy Group 1981 — 2.927639%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

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 11 West Section 7: SE/4 Section 18: Lots 2,3,4, NW/4NE/4, E/2W/2 Sublette County, Wyoming	48	632

642

643

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]5

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.

204914

filed for record January 14 1985 8:00 AM
IN BOOK 73 Oil PAGE 644
FEES $18.00 Sara J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Schmid

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, Attorney-in-Fact

ENERGETICS 1981 MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

ATTEST:

By _____
Lou Switzer, Assistant Secretary

By _____
J. Thomas Reagan, President

ENERGETICS 1981 STROH MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

ATTEST:

By _____
Lou Switzer, Assistant Secretary

By _____
J. Thomas Reagan, President

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 _____

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of December, 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:

Aug. 7, 1988

Notary Public

My Commission Expires Aug. 7, 1988

Residence: [redacted]

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of December, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

5-13-88

Notary Public

My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF COLORADO)
)ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 27th day of December, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation. General Partner of ENERGETICS 1981 SOUTH MID YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

My commission expires:

5-13-88

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

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 _____

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 Minreapolis, 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%
Crcyal 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

650

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.

206915

RECORDED January 14 1985 8:00 AM
IN BOOK 73 Orig PAGE 652
FEES $12.00 Laura Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

WY-641, Highline
Chapel Canyon 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 one-third (1/3) 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, 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.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 22, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

By _____
Joseph C. Mencin, Attorney-in-Fact

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

ATTEST:

By _____
Lou Switzer, Assistant Secretary
SEAL

ENERGETICS 1981 STROH MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY. GENERAL PARTNER

By _____
J. Thomas Reagan, President

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 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:

NOTARY PUBLIC
May 7, 1985

Notary Public

Residence: [redacted]
[redacted] Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 29th day of September, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

May 23, 1985

Notary Public

Residence: 6892 S. Lyttleton St.
Littleton, Colo. 80120

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of September, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation. General Partner of ENERGETICS 1981 STROH MID YEAR-LTD., a Colorado limited partnership, on behalf of the partnership.

My commission expires:

May 23, 1985

Notary Public

Residence: 6892 S. Lyttleton St.
Littleton, Colo. 80120

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 22, 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 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	1.325629%
Energetics 1981 Stroh Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.588533%

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 35.888019% 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.

[redacted] [redacted] [redacted]

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 22, 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

WY-641, Highline
Chapel Canyon 30-18

FILED January 1st 1955 8 oclock A M
RECORDED BOOK 73 Deeds PAGE 657
FEE $12.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Rhine

204916

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 one-third (1/3) 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, 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.

IN WITNESS WHEREOF, this Assignment, although executed in multiple counterpart originals, is effective for all purposes as of February 23, 1984 and if executed by less than all of the ASSIGNEES, is still in full force and effect as to those ASSIGNEES executing this Agreement.

ENERGETICS OPERATING COMPANY

By _____
Joseph C. Mencin, Attorney-in-Fact

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 STROH MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of January, 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:

8-7-1988

Notary Public

Residence: My Commission Expires Aug. 7, 1988
[redacted]
Englewood, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of December, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

Feb. 18, 1985

Notary Public

Residence: 6872 S. Gaylord

STATE OF COLORADO)
)ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 27th day of December, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation. General Partner of ENERGETICS 1981 STROH MID YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

My commission expires:

Feb. 18, 1985

Notary Public

Residence: 6872 S Gaylord St.
Littleton, Colo 80120

660

EXHIBIT "A"

EXHIBIT "A" TO THAT ASSIGNMENT DATED FEBRUARY 23, 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 63.003634% interest as of the date of this assignment and intends to convey a portion of that interest as listed below.

ASSIGNEE	PERCENTAGE OF OWNERSHIP
Energetics 1981 Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	2.209381%
Energetics 1981 Stroh Mid-Year Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	.980889%

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 59.813364% 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.

[redacted] [redacted] [redacted]

EXHIBIT "B"

EXHIBIT "B" TO THAT ASSIGNMENT DATED FEBRUARY 23, 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

1527

662

RECORDED January 14 19 83 8:00 AM
IN BOOK 173 Misc PAGE 662
Mrs Lou J. Yale COUNTY CLERK
CAMPBELL COUNTY, WYOMING
by Dorothy M. Stine

WY-641, Highline

204917

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.

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, Agent and Attorney-in-Fact

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 STROH MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

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 _____

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21st day of November, 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:

Aug. 7, 1988

Notary Public

Residence: My Commission Expires Aug. 7, 1988
Englewood, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of November, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

5-13-88

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF COLORADO)
)ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 27th day of November, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation. General Partner of ENERGETICS 1981 STROH MID YEAR LTD., a Colorado limited partnership, on behalf of the partner ship.

My commission expires:

5-13-88

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

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 7853 E. Arapahoe Court, Suite 2500 Partnership 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%

[redacted] [redacted] [redacted]

General Hydrocarbons 1981 Oil and Gas Program — 3.575282%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Guaranty Energy Group 1981 — 3.379116%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Beacon Exploration Company — 1.436195%
410 - 17th Street, Suite 2300
Denver, Colorado 80202

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

6668

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).

670

RECORDED January 14 1952 8 o'clock M
IN BOOK 73 Oil PAGE 670
FEES $8.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McKenzie

46)

WY-641, Highline

204918

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.

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, Agent and Attorney-in-Fact

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

ATTEST:

By _____
Lou Switzer, Assistant Secretary

ENERGETICS 1981 STROH MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

By _____
J. Thomas Reagan, President

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 _____

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of November, 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:

August 7, 1988

Notary Public

Residence: My Commission Expires Aug. 7, 1988
[redacted]
Broomfield, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of November, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

May 13, 1988

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF COLORADO)
)ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 27th day of November, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 STROH MID YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

My commission expires:

May 13, 1988

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

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 7853 E. Arapahoe Court, Suite 2500 Partnership 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%

[redacted] [redacted] [redacted]

General Hydrocarbons 1981 Oil and Gas Program — 5.958803%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Guaranty Energy Group 1981 — 5.631859%
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Beacon Exploration Company — 2.393657%
410 - 17th Street, Suite 2300
Denver, CO 80202

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
14726AA	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.

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.

678

(1) 11

RECORDED January 14 1985 8:10 AM
IN BOOK 173 Q+G PAGE 628
Weld County Clerk
by Dorothy M Wilson

204919

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.

[redacted] [redacted] [redacted]

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, Attorney-in-Fact

ENERGETICS 1981 MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

ATTEST:

By _____
Lou Switzer, Assistant Secretary

By _____
J. Thomas Reagan, President

ENERGETICS 1981 STROH MID-YEAR LTD., BY
ENERGETICS OPERATING COMPANY, GENERAL PARTNER

ATTEST:

By _____
Lou Switzer, Assistant Secretary

By _____
J. Thomas Reagan, President

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)
)ss
CCUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 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:
[illegible]

Notary Public

Residence: My Commission Expires Aug. 7, 1988
[illegible]
Englewood, Colorado 80110

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation, General Partner of ENERGETICS 1981 MID-YEAR LTD., a Colorado limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:
5/13/88

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF COLORADO)
)ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 1984, by J. Thomas Reagan, President of ENERGETICS OPERATING COMPANY, a Colorado corporation. General Partner of ENERGETICS 1981 STROH MID YEAR LTD., a Colorado limited partnership, on behalf of the partner ship.

My commission expires:
5/13/88

Notary Public

Residence: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

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

[redacted] [redacted] [redacted]

General Hydrocarbons 1981 Oil and Gas Program — 16.008505% of Assignor's interest
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

Guaranty Energy Group 1981 — 15.130167% of Assignor's interest
200 Transwestern II Building
P. O. Box 31515
Billings, MT 59107-1515

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

6284

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.

686

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)

1984 SEP -8 AM 9 59
Cheyenne, Wyoming

Name: Maurice W. Brown
Street: 614 So Greeley Hwy
City: Cheyenne,
State: Wyoming
Zip Code: 82007

W-85928
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T. 35 N., R. 115 W., 6th Prin Mer
Sec 11: N½

204925

RECORDED January 14 1985 11:09 AM
IN BOOK 173 Misc PAGE 686
FEES $ 4.00 Sandy Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Schwee

Containing a total of	320.00 acres	Annual Rental	$ 320.00

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof

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:

By Maurice W. Brown
(Offeror/Lessee Signature)

(Title)

(Atty-in-fact or Agent's Signature)

Sept 7 1983
(Date Signed)

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)
ANDREW L. TARSHIS

ACTING Chief, Oil & Gas Section
(Title)

FEB 29 1984
(Date)

Effective date of lease: MAR 01 1984

[redacted] 65523 [redacted] R LESSEE

PAP:lt

204950

RECORDED January 15 1985 2:30 P M
IN BOOK 173 R&P PAGE 687
FEES $12.00 Laura J. Oake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lee

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT, GETTY OIL COMPANY, a Delaware corporation, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey, without warranty of title, either express or implied, and subject to the exceptions and reservations herein contained unto Energetics Operating Company, 116 Inverness Drive East, Englewood, Colorado 80112, hereinafter referred to as "Assignee", the following:

A. All of Assignor's right, title and interest in and to that certain oil and gas lease described on Exhibit "A" attached hereto and incorporated herein, INSOFAR AND ONLY INSOFAR as said lease covers the Northwest Quarter (NW/4) of Section 25, Township 28 North, Range 112 West, Sublette County, Wyoming, from the surface down to, but not below the stratigraphic equivalent of 9,827 feet as penetrated in the Energetics Operating Company Chapel No. 10-25 well located 1,312 feet FNL and 1,306 feet FWL of Section 25, Township 28 North, Range 112 West, Sublette County, Wyoming, hereinafter referred to as the "drillsite tract".

B. An undivided sixty percent (60%) of Assignor's right, title and interest in and to the oil and gas lease described on Exhibit "A" attached hereto and incorporated herewith, INSOFAR AND ONLY INSOFAR as said lease covers land located outside of the drillsite tract, from the surface down to, but not below the stratigraphic equivalent of the depth of 9,827 feet as penetrated in the Energetics Operating Company Chapel No. 10-25 well located 1,312 feet FNL and 1,306 feet FWL of Section 25, Township 28 North, Range 112 West, Sublette County, Wyoming.

There is excepted from this assignment and reserved unto Assignor, its successors and assigns, subject to the conversion right as hereinafter set out, an overriding royalty interest of 7.5% of all the oil, gas and other minerals if, as and when produced from the drillsite tract hereby assigned. Said overriding royalty interest shall be inclusive of any presently effective overriding royalty interest but shall be in addition to any royalties, production payments and other like interests in such production, and shall be free and clear to Assignor of all production, gathering, compression, dehydration, trucking, transportation, marketing or treating or other costs and taxes whatsoever, except production, severance and windfall profit taxes.

Said overriding royalty interest reserved above is subject to Assignor's option to convert same to a forty percent (40%) working interest, less forty percent (40%) of the presently effective royalties, overriding royalties, production payments and like interests, if any, encumbering said lease upon Assignee's recovery out of production from the well which entitles it to this assignment, less windfall profit and severance taxes, the overriding royalty reserved herein and royalties, production payments, overriding royalties and like interests, if any, one hundred percent (100%) of Assignee's costs of drilling, completing, and equipping such well and operating it during such recovery period.

In the event the leasehold interest owned by Assignor in the land covered by this Assignment is less than a full leasehold interest therein, then the overriding royalty retained by Assignor herein and the working interest to which it may be converted at Assignor's election, including all obligations appurtenant thereto, shall be proportionately reduced.

Assignee shall timely pay any and all shut-in gas royalty payments and minimum royalty payments as may be payable under the terms of the lease described on Exhibit "A".

Assignee shall have no authority to pool or unitize the lease assigned to it with other lands, leases or interest in such manner as to affect the rights and interest of Assignor without first obtaining Assignor's written consent.

If any well on a portion of said lease assigned hereby, or any well on tracts with which a portion of the lease assigned hereby is pooled, is completed as a commercial producer of oil or gas and ceases to produce, Assignee shall notify Assignor no later than fifteen (15) days from the date of cessation of production. Such notification also shall include the reasons that the well is off production and Assignee's plans for re-establishing production and/or plugging the well. If Assignee plans remedial action, Assignee shall keep Assignor advised as to the status of the work, such notification to be sent to Assignor on each Monday following the original notification until the well is placed back on production.

Assignor's and Assignee's respective interests in the above described lease shall apply to new, renewal or extension lease or leases on the assigned premises acquired by Assignor or Assignee within one (1) year of the expiration of the lease described above, whether or not said new, renewal or extension lease is for the entire interest covered by the expiring lease or leases or covers only a portion of its or their area of interest therein.

Assignor shall have the right and option, but not the obligation, upon thirty (30) days written notice to purchase the liquid production allocated to the acreage assigned herein from all wells drilled on the land covered hereby at the going market price established in the area by the

principal purchasers. Having elected to purchase the liquid production, Assignor shall have the right to discontinue purchasing it at any time by giving thirty (30) days written notice and shall have the right at any time thereafter to resume the purchase of such by giving Assignee thirty (30) days written notice of Assignor's intentions.

IN WITNESS WHEREOF, this Assignment has been executed this 6th day of December, 1984 but shall be effective as of September 3, 1984.

GETTY OIL COMPANY

By M. E. Robinson

M. E. Robinson, Agent

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 6th day of December, 1984 by M. E. Robinson, as Agent on behalf of Getty Oil Company, a Delaware corporation.

Jerry D. Gamblin
Notary Public

My commission expires:
March 30, 1985

EXHIBIT "A"

Oil and Gas Lease dated December 29, 1972 between The Fear Family Trust, Lessor and Thomas F. Stroock, Lessee recorded in Volume 48 at Page 628 of the Oil and Gas Records of Sublette County, Wyoming, INSOFAR AND ONLY INSOFAR as said Lease covers Lots 9, 11, Southeast Quarter Southwest Quarter (SE/4 SW/4) of Section 24; Lots 2, 5, North Half Northwest Quarter (N/2 NW/4), Southeast Quarter Northwest Quarter (SE/4 NW/4) of Section 25; Lots 1, 7 of Section 26, all in Township 28 North, Range 112 West, Sublette County, Wyoming.

692

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-42791

Lease effective date
January 1, 1974

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 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

TOWNSHIP 28 NORTH, RANGE 114 WEST
Section 5: Lots 7,8,12
Section 21: N2 NW4, SE4 NW4, NE4 SW4
containing 266.65 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS, INTERVALS AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

THIS ASSIGNMENT OF OPERATING RIGHTS REPLACES AND SUPERSEDES AN ASSIGNMENT OF RECORD TITLE BETWEEN THE SAME PARTIES DATED 9/24/84 DESCRIBING THE SAME LANDS WHICH INSTRUMENT WAS RECORDED IN SUBLETTE COUNTY, WYOMING, ON 11/6/84 IN BOOK 73 OF OIL & GAS AT PAGE 225.

205006

January 18, 1985 8:00 A.M.
Book 73 Oil & Gas 692
Sublette County Wyoming
TITLE CO.
Dorothy M. Deere

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.00%

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 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of December, 19 84.

C E BRAUN & CO

J J Elliott, Attorney-in-Fact
(Assignor's Signature)

3131 Turtle Creek Blvd., Suite 100
(Assignor's Address)

Dallas, TX 75219
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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)

[redacted]

663600 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 4th day of January , 1985 .

EXXON CORPORATION

By William R. Campbell
(Assignee's Signature)

William R. Campbell
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston Texas 77252
(City) (State) (Zip Code)

(Corporation—Attorney in Fact – Wyo.)

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-In-Fact of EXXON CORPORATION this 4th day of January 1985

WITNESS my hand and official seal.

My commission expires:
November 27, 1987

Mary Lou Sullivan
Notary Public
750 West Hampden
Englewood, Colorado 80110

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

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

ON this 17th day of December, 1984, before me the undersigned, A Notary Public in and for said County and State, personally appeared D. D. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who being by me duly sworn, did say that he is the Attorney In Fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1984

My Commission expires 7-31-88

Susan L Copeland
Notary Public

663600 001

m 3106–14
ptember 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-52811

Lease effective date
December 1, 1975

PART I

Assignee's Name
EXXON CORPROATION

Address *(include zip code)*
P. O. BOX 2305
HOUSTON, TX 77252

e undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, l/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 28 NORTH, RANGE 114 WEST

Section 22: NW/4 containing 160 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS, INTERVALS, AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

205907

RECORDED January 18, 1985 8:00
IN BOOK 73 Oil & Gas PAGE 695
FEES $8.00 Lois J. Yoke COUNTY CLERK
By Dorothy McIlvoie

THIS ASSIGNMENT OF OPERATING RIGHTS REPLACES AND SUPERSEDES AN ASSIGNMENT OF RECORD TITLE BETWEEN THE SAME PARTIES DATED 9/24/84 DESCRIBING THE SAME LANDS WHICH INSTRUMENT WAS RECORDED IN SUBLETTE COUNTY, WYOMING, ON 11/6/84 IN BOOK 73 OF OIL & GAS AT PAGE 223.

. Specify interest or percent of operating rights being conveyed to assignee	100%
. 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	7.34%

. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

t is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to verriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of December , 1984 .

C F. BRAUN & CO.

J. J. Elliott (Assignor's Signature)

J. J. Elliott, Attorney-in-Fact

3131 Turtle Creek Blvd., Suite 100
(Assignor's Address)

Dallas, TX 75219
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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)

695 (Title) (Date)

663599 001

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 4th day of January , 1985 .

EXXON CORPORATION

By _____
(Assignee's Signature)

William R. Campbell
Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston Texas 77252
(City) (State) (Zip Code)

(Corporation—Attorney in Fact — Wyo.)

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-in-Fact of EXXON CORPORATION this 4th day of January , 19 85

WITNESS my hand and official seal.

My commission expires:
November 27, 1987

_____
Notary Public
750 West Hampden
Englewood, Colorado 80110

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.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

ON this 17th day of December, 1984, before me the undersigned, A Notary Public in and for said County and State, personally appeared J. J. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who being by me duly sworn, did say that he is the Attorney-In-Fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1984

Susan L. Copeland
Notary Public

My Commission expires 7-31-88

663599 001

698

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-0320214

Lease effective date
November 1, 1965

PART I

Assignee's Name

EXXON CORPORATION

Address *(include zip code)*
P. O. BOX 2305
HOUSTON, TX 77252

The undersigned, as owner of 25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

TOWNSHIP 29 NORTH, RANGE 114 WEST
Section 34: Lots 1,2,3,4,N2,N2S2
Section 35: Lots 1,2,3,4,N2,N2S2
containing 1,302.04 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS, INTERVALS AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

205008

RECORDED January 18 ... 1985 8:00 AM
IN BOOK 73 O&G PAGE 698
FEES $ 8.00 Lacy Yoke ... COUNTY CLERK
SUBLETTE CO., PINEDALE, WYOMING
by Dorothy M. Deline

THIS ASSIGNMENT OF OPERATING RIGHTS REPLACES AND SUPERSEDES AN ASSIGNMENT OF RECORD TITLE BETWEEN THE SAME PARTIES DATED 9/24/84 DESCRIBING THE SAME LANDS WHICH INSTRUMENT WAS RECORDED IN SUBLETTE COUNTY, WYOMING, ON 11/6/84 IN BOOK 73 OF OIL & GAS AT PAGE 221.

. Specify interest or percent of operating rights being conveyed to assignee	ALL 100%
. 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	6.65%

. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

t is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to verriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of December , 19 84 .

C F BRAUN & CO

J. J. Elliott, (Assignor's Signature) Attorney-in-Fact

3131 Turtle Creek Blvd., Suite 100
(Assignor's Address)

Dallas, TX 75219
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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)

[redacted] [redacted] (Title) [redacted]

661413 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 4th day of January , 19 85 .

EXXON CORPORATION

By William R. Campbell
(Assignee's Signature)

William R. Campbell
Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston Texas 77252
(City) (State) (Zip Code)

(Corporation–Attorney in Fact – Wyo.)

STATE OF COLORADO }
COUNTY OF ARAPAHOE } SS.

The foregoing instrument was acknowledged before me by William R. Campbell as Attorney-In-Fact of EXXON CORPORATION this 4th day of January , 19 85.

WITNESS my hand and official seal.

My commission expires:
November 27, 1987

Notary Public

750 West Hampden
Englewood, Colorado 80110

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

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

ON this 17th day of December, 1984, before me the undersigned, A Notary Public in and for said County and State, personally appeared J. J. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who being by me duly sworn, did say that he is the Attorney-In-Fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1984

My commission expires 7-31-88

Susan L. Copeland
Notary Public

006141 3 001

3106-14
(ember 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-43217

Lease effective date
February 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

ssignee's Name
EXXON CORPORATION

ddress (include zip code)
P. O. BOX 2305
HOUSTON, TX 77252

undersigned, as owner of 25 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 the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

TOWNSHIP 28 NORTH, RANGE 114 WEST
Section 8: Lot 1 containing 39.97 acres, more or less
Sublette County, Wyoming
LIMITED TO ALL DEPTHS, INTERVALS, AND FORMATIONS BELOW THE TOP OF THE GANNET FORMATION, BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP OF 9,630 FEET IN THE HUMBLE HOGBACK #2 WELL IN SECTION 15-T28N-R115W

205903

RECORDED January 18 1985 8:24 AM
IN BOOK 73 Misc PAGE 701
FEES $ 8.00 Terry York COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Thiere

THIS ASSIGNMENT OF OPERATING RIGHTS REPLACES AND SUPERSEDES AN ASSIGNMENT OF RECORD TITLE BETWEEN THE SAME PARTIES DATED 9/24/84 DESCRIBING THE SAME LANDS WHICH INSTRUMENT WAS RECORDED IN SUBLETTE COUNTY, WYOMING, ON 11/6/84 IN BOOK 73 OF OIL & GAS AT PAGE 219.

Specify interest or percent of operating rights being conveyed to assignee	100%
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	1.75%

If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to erriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

xecuted this 17th day of December , 1984 .

C. F. BRAUN & CO

J. J. Elliott
(Assignor's Signature)

3131 Turtle Creek Blvd., Suite 100
(Assignor's Address)

Attorney-in-Fact

Dallas, TX 75219
(City) (State) (Zip Code)

Title 18 U.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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

701
(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-

961200 005

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 4th day of January , 19 85 .

EXXON CORPORATION

By William R Campbell
(Assignee's Signature)

William R. Campbell
Attorney-in-Fact

P.O. Box 2305
(Assignee's Address)

Houston Texas 77252

STATE OF COLORADO
COUNTY OF ARAPAHOE } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by William R. Campbell
as Attorney-In-Fact
of EXXON CORPORATION
this 4th day of January , 19 85

WITNESS my hand and official seal.

My commission expires:
November 27, 1987

Notary Public
750 West Hampden
Englewood, Colorado 80110

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.

[redacted] [redacted] [redacted] GPO 838 · 844

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

ON this 17th day of December, 1984, before me the undersigned, A Notary Public in and for said County and State, personally appeared J.J. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, who being by me duly sworn, did say that he is the Attorney-In-Fact of C F Braun & Co, and that said instrument was executed in behalf of said Corporation, by authority of its Board of Directors and said Appearer acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1984

Susan L. Copeland
Notary Public

My Commission
expires 7-31-88

661200 001

704

FORM 88 UNIT—WYO.-COLO.
5-64

TATLOCK'S, INC.
majestic bldg. AM 8 1681
denver 2, colorado

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of November, 19 84, by and between Viola M. Pavlisin and Max Pavlisin, individually and as wife and husband 1017 Beech Avenue, Kemmerer, Wyoming 83101, party of the first part, hereinafter called lessor (whether one or more) and Belco Development Corporation, 7600 E. Orchard Road, Englewood, Colo., 80111, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 112 West
Section 11: $SW\frac{1}{4}SW\frac{1}{4}$
Section 14: $W\frac{1}{2}NW\frac{1}{4}$
Section 15: $N\frac{1}{2}N\frac{1}{2}$

RECORDED January 18, 1985 1:00 P M
IN BOOK 73 Misc PAGE 704
FEES $6.00 Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Lucero

205023

Containing 280.00 (Three (3)) acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ three (3) years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in First Wyoming Bank at Kemmerer, Wyoming 83101 or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Two hundred Eighty and No/100ths---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or effect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to Viola M. Pavlisin and Max Pavlisin one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessees.

20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Viola M. Pavlisin
Viola M. Pavlisin SS# 520-48-6250

Max Pavlisin
Max Pavlisin

1160 - 79A

ACKNOWLEDGMENT

STATE OF.....
County of..... } ss.

On this.....day of....., 19....., before me personally appeared.....
.....to me known to be the person..... described in and who executed the foregoing instrument and acknowledged that.....executed the same as.....free act and deed.

Given under my hand and seal this.....day of....., 19.....

My Commission Expires.....
.....
Notary Public.

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Wyoming
County of Lincoln } ss.

On this 27th day of November, 1984, before me personally appeared Viola M. Pavlisin and Max Pavlisin, individually, and as wife and husband to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 27 day of November, 1984

My Commission Expires October 1, 1988

Mae Jean Julian
Notary Public.

Mae Jean Julian
Notary Public
State of
Wyoming
My Commission Expires:
Oct. 1, 1988

MONTANA ACKNOWLEDGMENT

STATE OF.....
County of..... } ss.

On this.....day of....., 19....., before me.....,
a notary public, personally appeared.....
.....
known to me to be the person..... whose name.....subscribed to the within instrument, and acknowledged to me that..... executed the same.

Witness my hand and official seal.

My Commission Expires.....

.....
Notary Public within and for the State of.....
Residing at.....

No.....

OIL AND GAS LEASE

FROM

.....

.....

TO

.....

State of.....
.....
.....County } ss.

This instrument was filed for record on the .....day of....., 19....., at.....o'clock, ...M., and duly recorded in Book....., Page....., of the records of this office.

.....
County Clerk—Register of Deeds.

By .....
Deputy.

When recorded return to

Tallcock Inc.

COLORADO ACKNOWLEDGMENT

STATE OF.....
County of..... } ss.

The foregoing instrument was acknowledged before me this.....day of....., 19....., by
.....
.....

WITNESS my hand and official seal.

My Commission Expires.....

.....
Notary Public.

P. O.....

ROYALTY ASSIGNMENT

This assignment made and entered into this 26th day of December, , 19 84 ,

by and between W. R. Carter and Elizabeth H. Carter, his wife,

herein referred to as assignor, (whether one or more) and Richard B. Carter, Post Office Box 400, Cypress, Texas 77429-0400,

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 1% (1.00%) of 8/8ths of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

T 29 N, R 114 W, 6th P.M.

Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE¼, E½NW¼, NE¼SW¼, N½SE¼

Containing 638.34 acres.

under the terms of that certain oil and gas lease made and entered into by and between the United States Department of the Interior as lessor, and W. R. Carter & Brunson D. Moore, (effective date of lease 10/1/66) as lessee, bearing No. W-36057 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States Dept. of Interior under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Wallace R. Carter

Wallace R. Carter

Elizabeth H. Carter

Elizabeth H. Carter

STATE OF TEXAS
County of BEXAR } ss.

On this 11th day of January, 19 85, before me personally appeared Wallace R. Carter and wife, Elizabeth H. Carter to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

My commission expires 10-5-1988

Henrietta Williams Notary Public
Notary Public, Bexar County, Texas

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 21st day of Jan. A. D., 1985 at 11 o'clock; A m., and duly recorded in Book 73 Page 706 of the O & G records,

of said County.

Louis J. Jake
County Clerk

By Doreatha Williams, Deputy

Rec. No. 205038 Fees, $ 4.00

Return to Richard B. Carter
Post Office Box 400, Cypress, TX 77429-0400

ROYALTY ASSIGNMENT

This assignment made and entered into this 26th day of December, 19 84;

by and between W. R. Carter, and wife Elizabeth H. Carter,

herein referred to as assignor, (whether one or more) and Richard B. Carter, Post Office Box 400, Cypress, Texas 77429-0400,

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to 1% (1.00%) of 8/8ths of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

T 29 N, R 115 W, 6th P. M.

Section 36: Lots 3, 4, NE¼, N½SE¼

Containing 321.29 acres.

under the terms of that certain oil and gas lease made and entered into by and between the United States Department of the Interior as lessor, and W. R. Carter & Brunson D. Moore, (effective date of lease 10/1/66) as lessee, bearing No. W-1329 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States Dept of Interior under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Wallace R. Carter

Elizabeth H. Carter

STATE OF TEXAS
County of BEXAR } ss.

On this 11th day of January, 1985, before me personally appeared Wallace R. Carter and wife, Elizabeth H. Carter

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

My commission expires 10-5-1988

HENRIETTA WILLIAMS Notary Public
Notary Public, Bexar County, Texas

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 31st day of Jan A. D., 1985 at 11 o'clock; PM m., and duly recorded in Book 73 Page 707 of the O & G records, of said County.

Lois J Yoder
County Clerk

By Dorothy W Ellis, Deputy

Rec. No. 205039 Fees, $ 4.00

Return to Richard B. Carter
Post Office Box 400, Cypress, TX 77429-0400

Form Approved by the Board
and Effective March 1, 1965

R0903756 LEASE NO. 84-00474

PARCEL NO. 576

FUND COMMON SCHOOL

SUN EXPLORATION AND PRODUCTION COMPANY

ATTN: DONNA FEUCHTER/C & LA
P.O. BOX 2880
DALLAS, TX 75221-2880

ORIGINAL PAPERS

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

SUN EXPLORATION AND PRODUCTION COMPANY , as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

400.00 Acres — Pt.Tract 45(Orig.E½: N½NW¼ Sec.36), Res. T. 27 N., R. 115 W., 6th P. M.

205040

RECORDED January 21 1985 2:30 P M
IN BOOK 73 Or 8 PAGE 708
FEES 6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy M. Lewis

County Sublette - Total Acres 400.00 - Advance Rental $ 400.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be producd from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of June, 19 84 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Howard M. Lehman
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Charles R. Morgan
Attorney-in-Fact L/P 6002
Sun Exploration and Production Company

Address P. O. Box 2880 City Dallas

State Texas 75221-2880 (Zip) Telephone No. (214) - 890-6000

[redacted] [redacted] [redacted]

OIL AND GAS LEASE TERMS

ction 1 THE LESSEE AGREES

BOND To furnish a bond with an approved corporate r company authorized to transact ss in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the sum as required by the current rules of the State Board of Land Commissioners, conditioned he payment of all rentals and royalties accruing to the lessor under the terms hereof, and the full compliance of all other terms and conditions of this lease and the rules and tions relating thereto, and also conditioned on the payment of all damages to the surface and vements thereon where the lease covers lands the surface of which has been sold or vise leased Such bond or bonds furnished prior to the development of the lands contained in ase may be increased in such reasonable amounts as the lessor may decide upon com- nent of drilling operations and after the discovery of oil or gas

) PAYMENTS To make all payments accruing hereunder to the Commissioner of Public Lands 1 Pioneer Avenue, Cheyenne, Wyoming 82002

) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in ad- beginning with the effective date hereof, an annual rental of $1 00 per acre or fraction of

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning he first day of the lease year succeeding the lease year in which actual discovery was made. nual rental of $2 00 per acre or fraction thereof, unless changed by agreement Such rental id for any one year shall be credited on the royalty for that year

Annual rentals on all leases shall be payable in advance for the first year and each year after No notice of rental due shall be sent to the lessee If the rental is not paid on or before ate it becomes due, notice of default will be sent to the lessee, and a penalty of $0 50 per acre le payment will be assessed

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and ty are not paid within thirty (30) days after the notice of default has been received, the lease minate automatically by operation of law Termination of the lease shall not relieve the s of any obligation incurred under the lease other than the obligation to pay rental or penalty ssee shall not be entitled to a credit on royalty due for any penalty paid for late payment of t on an operating lease

) ROYALTIES The royalties to be paid by lessee are

(i) On oil, one sixth of that produced, saved, and sold from said land, the same to be delivered r wells, or to the credit of lessor, into the pipe line to which the wells may be connected

(ii) On gas, including casinghead gas or other hydrocarbon substances produced from said saved and sold or used off the premises or in the manufacture of gasoline or other products alues the market value at the well of one sixth of the gas so sold or used, provided that on gas at the wells the royalty shall be one sixth of the amount realized from such sale

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or uted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royal s shall be mutually determined to be fair and reasonable

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the or, and in the determination of the value of natural gasoline the fair cost of extraction shall be subject as a deductible item, provided, however, that the allowance for the cost of extraction exceed two-thirds of the amount or value only on approval of the lessor and in no event shall price for gas, or natural gasoline, be less than that received by the United States of America for oyalties from the same field

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom y one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall n constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the duction of oil or secondary recovery purposes shall be royalty free

(e) DISPOSITION OF ROYALTY OIL AND GAS To deliver to the lessor, or to such individual, n or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, e of charge on the premises where produced; or, at the option of the lessor, and in lieu of said alties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, s, or other kindred hydrocarbons produced and saved

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, s, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocar- ns. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days or the end of the calendar month in which the oil is produced, upon the leased premises, or at ch place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall t be held liable for loss or destruction of royalty oil so stored from causes beyond his control

The free storage of oil, as herein provided, shall apply only as long as the said oil is the perty of the lessor

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all oduction from said lands in conformance with the rules and regulations adopted by the Board of and Commissioners and report said production to the lessor in accordance therewith

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, sub lessee on other lands, which shall be opened at all times for the inspection of any duly uthorized agent of the lessor

To furnish the lessor with original pipe line reports showing the day, month, year, amount, avities, and temperatures of all oil run and with monthly reports showing the month, year, mount, and price of all gas and natural gas gasoline and other products produced and sold from e land herein leased, and the amount of gas returned to the sand

(g) MONTHLY PAYMENTS AND STATEMENTS Unless the time of payment is otherwise ex- nded by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) ay of the calendar month succeeding the month of production and removal and sale of oil and gas om said land, and to furnish sworn monthly statements therewith showing in detail the quantity nd quality of the production (per well if required where practical) from the land hereby leased, and he quantity and quality of the production (per well where practical) from offset wells upon corner- g or contiguous lands operated by the lessee, his operator or sub lessee and such other infor- ation as may be called for in the form of report prescribed by the lessor

(h) WELLS TO BE DRILLED To drill and operate effectively all wells necessary to reasonably ffset wells upon and production from adjoining lands

To drill such additional wells at such times or places as are necessary and essential to the roper development and commercial production of the oil and gas content of said land

(i) LOG OF WELLS AND REPORTS To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the for- nations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be urnished to the lessor

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effec- ting proper development and operation of the lands herein leased, as may be called for by the lessor All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into prorate the natural production from said land writing of the lessor first had an obtained

(k) SUSPENSION OF OPERATIONS Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2 00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands

(l) DILIGENCE - PREVENTION OF WASTE To exercise reasonable diligence in drilling, produc ing, and operating of wells on the land covered hereby, unless consent to suspend operations tem porarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permis sion of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against damage by wells drilled on lands adjoining less than 200 feet from the property lines thereof. To conduct all operations subject to the inspec tion of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessor shall not be held responsible for acts of providence or actions beyond his control

(m) TAXES AND WAGES FREEDOM OF PURCHASE To pay when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming

(n) ASSIGNMENTS OF LEASE PRODUCTION AGREEMENTS Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained

All overriding royalties to be valid, must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and im provements in the ordinary course of operations

Section 2 THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners

(c) From the operation of this lease, the surface lands heretofore granted for rights of-way and easements and reserves the right to grant such other rights of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consump tion entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no in trastate purchaser is willing and able to purchase the gas upon terms which are reasonably com parable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming

Section 3 APPRAISAL OF IMPROVEMENTS The lessee shall have the right, subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes

Section 4 FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, cove nants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof. The lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture or for the same cause occurring at any other time

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and sur rendered to lessor as to all or any legal subdivision of said lands as follows

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquish ment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated

Sec. 1 (b)

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities."

MEMORANDUM OF PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS that WEDCO RESOURCES CORPORATION, a Wyoming corporation (and successor in interest by merger to BLACK HAWK RESOURCES CORPORATION) with an office address at 1776 Lake Woodmoor Drive, Monument, Colorado 80132 has granted and does hereby grant a Production Payment to RALPH R. WILKERSON and DENNIS M. HOWE (collectively, the "Grantees"), whose address is 1801 California Street, Suite 4100, Denver, Colorado 80202.

The Production Payment is payable to the Grantees from Net After Payout Revenues received by WEDCO RESOURCES CORPORATION, its successors and assigns, from certain oil and gas properties, including without limitation, those described on Exhibit A attached hereto and incorporated herein by this reference, pursuant to that certain Agreement and Plan of Merger effective December 15, 1984, by and between WEDCO RESOURCES CORPORATION, BLACK HAWK RESOURCES CORPORATION, the GRANTEES, and WESTERN ENERGY DEVELOPMENT CORPORATION, INC.

Further information regarding the Production Payment and the Agreement and Plan of Merger described above may be obtained by contacting either WEDCO RESOURCES CORPORATION or the GRANTEES at their respective addresses set forth above.

Dated as of the 21st day of December, 1984.

WEDCO RESOURCES CORPORATION

By: Donald P. Uhl
Donald P. Uhl, President

ATTEST:

Warren L. Troupe, Secretary

[SEAL]

205041

RECORDED January 21, 1985 2:30 PM
IN BOOK 23 Misc PAGE 710
FEES $9.00 Dorothy Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of December, 1984, by Donald P. Uhl, as President of WEDCO RESOURCES CORPORATION, on behalf of the Corporation.

[SEAL]

Gail Hasselbrock
Notary Public

My Commission Expires May 20, 1985.

111

Sublette County, Wyoming

LESSOR	LESSEE	DATE	TOTAL BURDENS	DESCRIPTION
U.S.A. W-50511	Lucy L. Woodward	7/01/75 85	6.0%	Township 33 North, Range 110 West Section 3: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, NE¼SW¼, SE¼ Section 10: E½NE¼ Section 11: ALL Section 14: ALL Section 24: SE¼SW¼ Section 25: NE¼NW¼
U.S.A. W-50004	Susan Kunkel Trust Malcolm F. Justice, Jr., Trustee	10/01/76 86	7.25%	Township 33 North, Range 110 West Section 1: Lots 2, 3, 4 Section 12: NE¼SE¼, W½SE¼, S½NE¼NE¼, SE¼NE¼, W½NE¼ Section 13: W½E½
U.S.A. W-56364	L. H. Laine	11/01/76 86	7.25%	Township 33 North, Range 110 West Section 24: E½ Section 25: E½

17-2

205094

RECORDED January 24 1985 2:00 PM
IN BOOK 73 Misc PAGE 713
FEES $13.00 Lou J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Gyllstrom

WY-467, Federal 20-8
Federal 40-8
WY-581 Federal 10-9
WY-651 Federal 30-1
WY-651, Federal 40-32
WY-015, Federal 20-14
WY-653, Federal 40-20
WY-652, Federal 40-29

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and AGAPE ENERGY, INC., ("Assignee"), 102 Inverness Terrace 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 an undivided 4.32 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. In addition, the Assignments shall be subject to the Unit Agreement for the Development and Operation of the Little Monument II Unit Area, dated September 18, 1978 and the Unit Operating Agreement of the Little Monument II Unit Area, dated September 18, 1978.

(d) This Assignment and Agreement is made expressly subject to the terms of that certain Encore Development Drilling Program Participation Agreement, dated January 3, 1983, by and between Energetics, Inc. (predecessor in interest to Energetics Operating Company) and Patrick D. Maher (predecessor in interest to Agape Energy, Inc.).

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 3rd day of August, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C. Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

ATTEST:

By: P. D. Maher
Patrick D. Maher, Secretary

AGAPE ENERGY, INC.

By: Carl Rennert
Carl Rennert, President

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of August, 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:

[illegible]

Notary Public

Residence: My Commission Expires Aug. 7, 1988
6939 East Easter Place
Englewood, Colorado 80112

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of November, 1984, by Carl Rennert, President of AGAPE Energy, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

July 22, 1988

Notary Public

Residence: Littleton CO 80123
10270 Primrose Lane
Englewood, CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated August 3, 1984, by and between Energetics Operating Company, Assignor, and AGAPE ENERGY, INC., Assignee.

TRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		RECORDING BOOK/PAGE
					LEASE DATE	DESCRIPTION	
WY-650-1 Walstrom-Federal 30-1	5/4/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Presidio Exploration Farmoutor/Assignor	USA-W-64985	L.A. Walstrom, Jr.	10/1/78	Township 27 North, Range 112 West Section 1: SW/4 Section 2: Lot 8 NE/4SW/4, SE/4 S/2SW/4 Section 12: N/2NW/4 Sublette County, Wyoming	Unrecorded
WY-651-1 Esposito-Federal 40-32 WY-652, Federal 40-29 WY-653, Federal 40-20	4/22/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-77883	Freda Esposito	7/1/76	Township 28 North, Range 111 West Section 20: E/2 Section 29: E/2 Section 32: E/2 Sublette County, Wyoming	Unrecorded
581 Federal 10-9	4/29/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-42781	Arthur N. Rupe	1/1/74	Township 27 North, Range 111 West Section 9: W/2 Sublette County, Wyoming	Unrecorded

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated _____, by and between Energetics Operating Company, Assignor, and Agape Energy Inc., Assignee.

TRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		RECORDING BOOK/PAGE
					LEASE DATE	DESCRIPTION	
WY-015-1 Fed. 20-14	6/13/83	Energetics Operating Company, Farmoutee/ Assignee Belco Petroleum Corporation	USA-W-64986	Belco Petroleum Corporation	10/1/78	Township 27 North, Range 112 West Section 11: S/2 Section 14: N/2 Sublette County, Wyoming	Unrecorded
WY-467-2 Haun Fed. 20-8 Haun Fed. 40-8	7/16/82	Energetics, Inc. (as predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-38503	W. G. Haun	3/1/73	Township 26 North, Range 111 West Section 8: E/2 Lincoln County, Wyoming	103/402 193/401

718

225295

WY-467, Federal 20-6
Federal 40-8
WY-581, Fed[illegible] 10-9
WY-650, Fed 10-1
WY-651, Fede[illegible] 40-32
WY-015, Federal 20-14
WY-652, Federal 40-29
WY-653, Federal 40-20

RECORDED June 24 1985 2:40 P M
IN BOOK 93 Misc
FEES $13.00 PAGE 718
Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stueve

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and ROBERT L. MEHL, ("Assignee"), 102 Inverness Terrace 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 an undivided 3.70 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. In addition, the Assignments shall be subject to the Unit Agreement for the Development and Operation of the Little Monument II Unit Area, dated September 18, 1978 and the Unit Operating Agreement of the Little Monument II Unit Area, dated September 18, 1978.

(d) This Assignment and Agreement is made expressly subject to the terms of that certain Encore Development Drilling Program Participation Agreement, dated January 3, 1983, by and between Energetics, Inc. (predecessor in interest to Energetics Operating Company) and Robert L. Mehl.

[redacted] [redacted] [redacted]

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 berefit of, Assignor and Assignee and their respective successors and assigns.

Executed this 2nd day of August, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

ROBERT L. MEHL

Robert L Mehl

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of August, 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:

[illegible]

Notary Public

Residence: My Commission Expires Aug. 7, 1988
[illegible]

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of November, 1984, by Robert L. Mehl, an individual, known to me to be the person described on the aforementioned.

Witness my hand and official seal.

My commission expires:

050687

W. M. Ladbury
Notary Public

Residence: 102 INVERNESS TERR E.
ENGLEWOOD CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated August 3, 1984, by and between Energetics Operating Company, Assignor, and Robert L. Menl, Assignee.

TRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		RECORDING BOOK/PAGE
					LEASE DATE	DESCRIPTION	
WY-650-1 Walstrom-Federal 30-1	5/4/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Presidio Exploration Farmoutor/Assignor	USA-W-64985	L.A. Walstrom, Jr.	10/1/78	Township 27 North, Range 112 West Section 1: SW/4 Section 2: Lot 8 NE/4SW/4, SE/4 S/2SW/4 Section 12: N/2NW/4 Sublette County, Wyoming	Unrecorded
WY-651-1 Esposito-Federal 40-32 WY-652, Federal 40-29 WY-653, Federal 40-20	4/22/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-77883	Freda Esposito	7/1/76	Township 28 North, Range 111 West Section 20: E/2 Section 29: E/2 Section 32: E/2 Sublette County, Wyoming	Unrecorded
...-581 Federal 10-9	4/29/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-42781	Arthur N. Rupe	1/1/74	Township 27 North, Range 111 West Section 9: W/2 Sublette County, Wyoming	Unrecorded

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated _____, by and between Energetics Operating Company, Assignor, and Robert L. Menl, Assignee.

NTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		
					LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-015-1 Fed. 20-14	6/13/83	Energetics Operating Company, Farmoutee/ Assignee Belco Petroleum Corporation	USA-W-64986	Belco Petroleum Corooration	10/1/78	Township 27 North, Range 112 West Section 11: S/2 Section 14: N/2 Sublette County, Wyoming	Unrecorded
WY-467-2 Haun Fed. 20-8 Haun Fed. 40-8	7/16/82	Energetics, Inc. (as predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-38503	W. G. Haun	3/1/73	Township 26 North, Range 111 West Section 8: E/2 Lincoln County, Wyoming	103/402 193/401

205096 20509

RECORDED January 24 1985 2:00 P M
BOOK 173 Ox D PAGE 723
FEES $13.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donna Lee Mc Kee

WY-467, Federal 20-8
Federal 40-8
WY-581, Federal 10-9
WY-650, Federal 30-1
WY-651, Federal 40-32
WY-015, Federal 20-14
WY-652, Federal 40-29
WY-653, Federal 40-20

ASSIGNMENT AND AGREEMENT

This Assignment and Agreement is between ENERGETICS OPERATING COMPANY, a Colorado corporation ("Assignor"), 116 Inverness Drive East, Englewood, Colorado 80112, and JORDAN R. SMITH, ("Assignee"), 102 Inverness Terrace 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 an undivided 1.50 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. In addition, the Assignments shall be subject to the Unit Agreement for the Development and Operation of the Little Monument II Unit Area, dated September 18, 1978 and the Unit Operating Agreement of the Little Monument II Unit Area, dated September 18, 1978.

(d) This Assignment and Agreement is made expressly subject to the terms of that certain Encore Development Drilling Program Participation Agreement, dated January 3, 1983, by and between Energetics, Inc. (predecessor in interest to Energetics Operating Company) and Jordan R. Smith.

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 3rd day of August, 1984.

ENERGETICS OPERATING COMPANY

By: Joseph C Mencin mlb
Joseph C. Mencin,
Agent and Attorney-in-Fact

JORDAN R. SMITH

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3rd day of August, 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:

Aug 7, 1988

Notary Public

Residence: My Commission Expires Aug. 7, 1988

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of November, 1984, by Jordan R. Smith, an individual, known to me to be the person described on the aforementioned.

Witness my hand and official seal.

My commission expires:

050687

Notary Public

Residence: 102 INVERNESS TERR E.
ENGLEWOOD CO 80112

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated Aug 3, 1982, by and between Energetics Operating Company, Assignor, and Jordan R. Smith, Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		
					LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-650-1 Walstrom-Federal 30-1	5/4/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Presidio Exploration Farmoutor/Assignor	USA-W-64985	L.A. Walstrom, Jr.	10/1/78	Township 27 North, Range 112 West Section 1: SW/4 Section 2: Lot 8 NE/4SW/4, SE/4 S/2SW/4 Section 12: N/2NW/4 Sublette County, Wyoming	Unrecorded
WY-651-1 Esposito-Federal 40-32 WY-652, Federal 40-29 WY-653, Federal 40-20	4/22/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-77883	Freda Esposito	7/1/76	Township 28 North, Range 111 West Section 20: E/2 Section 29: E/2 Section 32: E/2 Sublette County, Wyoming	Unrecorded
WY-581 Federal 10-9	4/29/82	Energetics, Inc. (predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-42781	Arthur N. Rupe	1/1/74	Township 27 North, Range 111 West Section 9: W/2 Sublette County, Wyoming	Unrecorded

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Agreement, dated _____, by and between Energetics Operating Company, Assignor, and Jordan R. Smith, Assignee.

CONTRACT NO.	AGREEMENT DATE	PARTIES	LESSOR	LESSEE	LANDS AND LEASES		RECORDING BOOK/PAGE
					LEASE DATE	DESCRIPTION	
WY-015-1 Fed. 20-14	6/13/83	Energetics Operating Company, Farmoutee/ Assignee Belco Petroleum Corporation	USA-W-64986	Belco Petroleum Corporation	10/1/78	Township 27 North, Range 112 West Section 11: S/2 Section 14: N/2 Sublette County, Wyoming	Unrecorded
WY-467-2 Haun Fed. 20-8 Haun Fed. 40-8	7/16/82	Energetics, Inc. (as predecessor in interest to Energetics Operating Company) Farmoutee/Assignee Belco Petroleum Corporation, Farmoutor/Assignor	USA-W-38503	W. G. Haun	3/1/73	Township 26 North, Range 111 West Section 8: E/2 Lincoln County, Wyoming	103/402 193/401

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0011

Lease Serial No.
W-59388

Lease effective date
July 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
HPC, Inc.

Address *(include zip code)*
999 18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 36 North, Range 110 West, 6th P.M.
Section 30: E½SW¼, NE¼SE¼
Section 31: Lots 3, 4, SE¼NE¼, E½W½, SE¼
Containing 544.43 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

205138

RECORDED January 28 1985 3:00 PM
IN BOOK 73 Oil & Gas PAGE 728
FEES $6.00 Lenda Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	7.5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 July, 1984.

Kenneth K. Farmer
(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)
Casper, Wyoming 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

48727

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

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer

this 18th day of July, 1984.

Witness my hand and official seal. Cynthia K Milam

CYNTHIA K. MILAM - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-72838

Lease effective date
September 1, 1981

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
HPC, Inc.

Address (*include zip code*)
999 18th Street, Suite 801
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby conveys and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 36 North, Range 110 West, 6th P.M.
Section 20: NE¼NE¼, S½NE¼, SE¼
Section 21: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 N½, SW¼
Section 26: N½
Section 27: N½, SW¼
Section 28: E½, E½W½
Containing 2080.16 acres, more or less
Sublette County, Wyoming

Assignment approved as to land described below
205139

RECORDED January 28 1985 3:00 P M
IN BOOK 73 Misc PAGE 730
FEES $6.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shreve

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	50%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	7.50%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 July, 19 84.

Kenneth K. Farmer
(Assignor's Signature)
Kenneth K. Farmer

P. O. Box 3402
(Assignor's Address)
Casper, Wyoming 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective

By
(Authorized Officer)

4872[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

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer

this 18th day of July, 1984.

Witness my hand and official seal. Cynthia K Milam

My commission expires:

CYNTHIA K. MILAM - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

RECORDED January 28 1985 3:20 PM
IN BOOK 73 Oil PAGE 732
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

205130

ASSIGNMENT
STATE OF WYOMING OIL AND GAS LEASE

CASPER PRESS
134 N. Center
Casper, Wyo. 99

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Kenneth K. Farmer
P. O. Box 3402, Casper, Wyoming 82602, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-93676,
and covering land situate in Sublette County, ~~Counties~~, described as follows:

Township 37 North, Range 110 West, 6th P.M.
Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼
Section 23: NW¼NW¼

and containing 400.00 acres more or less, for and in consideration of the sum of Ten and more Dollars ($ 10.00+) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto IPC, Inc., 999 18th Street, Suite 801, Denver, Colorado 80202
~~or~~, assignee, ~~all~~ right, title and interest of ~~assignor~~ in and to said lease insofar as it covers the following described land: 50% of Assignor's

Township 37 North, Range 110 West, 6th P.M.
Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼
Section 23: NW¼NW¼

and containing 400.00 acres, more or less, reserving, however, ~~unto assignor~~ a previously reserved 7.375% of 8/8ths

TO HAVE AND TO HOLD unto the said IPC, Inc., its successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 18th day of July, 1984.

WITNESS:

Kenneth K. Farmer
Assignor-Lessee

By
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Wyoming }
County of Natrona } ss.

On this 18th day of July, A. D. 19 84, before me personally appeared Kenneth K. Farmer 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 18th day of July, A. D. 1984.

CYNTHIA K. MILAM Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGMENT (For use by Corporation)

State of }
County of } ss.

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19.

(SEAL)

Notary Public

My Commission expires:

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 [redacted] copies forwarded to Commissioner of [redacted]ands in duplicate, as one copy is retained [redacted] office record.)

RECORDED January 28 1985 3:00 P M
IN BOOK 73 Misc PAGE 733
FEES $00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

205141

ASSIGNMENT
STATE OF WYOMING OIL AND GAS LEASE

CASPER PRESS
134 N. Center
Casper, Wyo.
99

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Kenneth K. Farmer, P. O. Box 3402 Casper, Wyoming 82602, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-93688,

and covering land situate in Sublette County, ~~County~~, described as follows:

Township 37 North, Range 110 West, 6th P.M.
Section 28: E½SE¼
Section 33: N½NE¼
Section 34: N½NW¼

and containing 240.00 acres more or less, for and in consideration of the sum of Ten and more Dollars ($ 10.00+) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto HPC, Inc., 999 18th Street, Suite 801, Denver, Colorado 80202, assignee, ~~all~~ right, title and interest of ~~assignor~~ in and to said lease insofar as it covers the following described land: 50% of Assignor's

Township 37 North, Range 110 West, 6th P.M.
Section 28: E½SE¼
Section 33: N½NE¼
Section 34: N½NW¼

and containing 240.00 acres, more or less, reserving, however, ~~unto assignor~~ a previously reserved 7.5% of 8/8ths

TO HAVE AND TO HOLD unto the said HPC, Inc., its successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 18th day of July, 1984

WITNESS:

Kenneth K. Farmer — Assignor-Lessee

By _____ President

Attest:

_____ Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of Wyoming }
County of Natrona } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared Kenneth K. Farmer 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 18th day of July, A. D. 19 84.

CYNTHIA K. MILAM - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

(SEAL)

My Commission expires: Jan. 19, 1986

Cynthia K. Milam
Notary Public

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19_____

_____
Notary Public

(SEAL)

My Commission expires: _____

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: 3-2-50

74027094

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

192535

THIS AGREEMENT, made and entered into as of the 26th day of November, 1984, by and between Bonney Beecher Eken and Leslie A. Prentice, wife and husband, 321 W. Central Avenue, Missoula, Montana 59801, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P.O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More DOLLARS ($10.00 & More), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

205142

Township 32 North, Range 114 West, 6th P.M.
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

RECORDED January 28 1985 3:00 PM
IN BOOK 73 Misc PAGE 734
FEES $6.25 Lacey York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 560 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~ten~~ five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Bank Western Montana Missoula Bank at Missoula, Montana or any successor, herein called "depository bank," the sum of One Hundred Forty and 00/100 DOLLARS ($ 140.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR SIGN HERE

Bonney Beecher Eken

Bonney Beecher Eken

Leslie A. Prentice

Leslie A. Prentice

520-54-2454
Social Security or Tax Number

ACKNOWLEDGMENTS

STATE OF Montana
COUNTY OF Missoula ss.

On this 31 day of December in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Bonney Beecher Eken and Leslie A. Prentice who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commiss on expires NOTARY PUBLIC for the State of Montana Camilla Shaw Notary Public residing at

NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires September 25, 1987

STATE OF M[illegible]
COUNTY OF [illegible] ss.

On this [illegible] day of [illegible] in the year [illegible], the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by [illegible] who personally appeared before me and [illegible] known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that [illegible] executed the same as [illegible] free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires [illegible] Notary Public residing at

STATE OF [illegible] NO. [illegible]
COUNTY OF [illegible] ss.

This instrument was filed for record on the [illegible] day of [illegible], 19[illegible] at [illegible] o'clock, [illegible] M., and duly recorded in Book [illegible], Page [illegible], of the records of this office.

County Clerk — Register of Deeds

By [illegible] Deputy

Return to [illegible]

735

99024

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 18th day of October, 19 84, by and between Gordon Mickelson and Margaret Mickelson, husband and wife

Big Piney, Wyoming 83113

, hereinafter called "Lessor" (whether one or more) and

Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($ 10.00&more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, ~~[illegible]~~; and to construct tanks, pump and power stations, power and communication lines, ~~[illegible]~~, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

205143

Township 31 North, Range 113 West, 6th P.M.

Section 15: S½N½, N½SW¼, NW¼SE¼
Section 19: S½NE¼
Section 21: E½SE¼
Section 22: S½
Section 23: N½SW¼
Section 27: N½NW¼, NW¼NE¼, SE¼NW¼, SW¼NE¼, NW¼SE¼
Section 28: N½NE¼

RECORDED January 28 1985 3:00 PM
IN BOOK 73 Misc PAGE 736
FEES $5.00 Lacy Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Hoge Deputy

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,160.00 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~[illegible]~~ five years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, ~~[illegible]~~* of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of ~~[illegible]~~* of the gas so sold or used, provided that on gas sold at the well the royalty shall be ~~[illegible]~~* of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

*15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of One Thousand One Hundred Sixty and 0/100 ------- DOLLARS ($ 1,160.00), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to ~~[illegible]~~ the lands and any improvements thereon. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in pr[illegible] acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, ~~xxxx

99039-5

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
Gordon Mickelson and Margaret Mickelson, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

LESSOR:

Gordon Mickelson

Gordon Mickelson

Margaret Mickelson

Margaret Mickelson

[redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

Lease No. 990375

The undersigned hereby authorize Chevron U.S.A. Inc., herein called "Lessee," the owner of an oil, gas and mineral lease dated October 18, 19 84, recorded in Vol. ____ page ____, ____ Records of Sublette County, Wyoming from Gordon Mickelson and Margaret Mickelson to Chevron U.S.A. Inc. as to all the land covered thereby, being located in Sublette County, Wyoming, to wit:

T-34-N, R-114-W, 6th P.M.
Sec. 26: W/2SW/4

T-33-N, R-114-W, 6th P.M.
Sec. 1: SW/4NW/4, E/2SE/4, SW/4SE/4, SE/4SW/4
Sec. 12: E/2NE/4, SW/4NE/4, N/2NW/4, SW/4NW/4

T-33-N, R-113-W, 6th P.M.
Sec. 5: W/2SE/4. SW/4
Sec. 6: SE/4, E/2SW/4, Lots 6(37.43 acs), 7(38.05 acs)

to pay or tender rentals under said lease in any manner therein permitted to or for the account of the respective parties named below as follows:

CREDIT TO	DEPOSITORY	AMOUNT
Lola M. Guthrie RL. #2 Nyssa, OR 97913 541-78-7077 (Social Security No.)	First Interstate Bank of Oregon (Bank) Nyssa, Oregon 97913 (Address) 342 001 6640 (Account No.)	$ 497.74
C. Gordon Jewett 158 "C" R.R. #1 St. George, KS 66535 (Social Security No.)	DEPOSITORY (Bank) (Address) (Account No.)	$ 134.44
Roberta Jewett 712 Flint Laramie, Wy (Social Security No.)	DEPOSITORY (Bank) (Address) (Account No.)	$ 134.44
Gordon & Margaret Mickelson Big Piney, WY 83113 (Social Security No.)	DEPOSITORY (Bank) (Address) (Account No.)	$ 268.87
	TOTAL	$1,035.49

205144

RECORDED January 28 1985 3:04 PM
BOOK 73 Oil & Gas PAGE 739
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Payments so made will fully protect said lease as to the respective interests of the undersigned, each of whom certifies as to the interest set opposite his name only. This division covers delay rentals only and shall not affect royalties.

The undersigned hereby GRANT, LEASE AND LET exclusively unto Lessee all of said land for the uses and purposes and upon the terms and provisions specified in said lease, and Lessee agrees to comply with the covenants contained therein.

The provisions hereof shall be binding upon the undersigned, even though this instrument is not executed by all the above named parties.

EXECUTED this 19th day of December, 19 84.

Lola M. Guthrie

LOLA M. GUTHRIE

GORDON MICKELSON

C. GORDON JEWETT

MARGARET MICKELSON

ROBERTA JEWETT

STATE OF Oregon)
) SS.
COUNTY OF Malheur)

The foregoing instrument was acknowledged before me by Lola M. Guthrie this 19th day of December, 19 84.

Witness my hand and official seal.

Notary Public Oregon

My commission expires:
2/23/88

Residing at: Nyssa, Ore.

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 _____.

Witness my hand and official seal.

Notary Public

My commission expires:

Residing at: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 _____.

Witness my hand and official seal.

Notary Public

My commission expires:

Residing at: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 _____.

Witness my hand and official seal.

My comm[redacted] expires:

Notary Public
[redacted]iding at:

RATIFICATION AND RENTAL DIVISION ORDER

Lease No. 990385

The undersigned hereby authorize Chevron U.S.A. Inc., herein called "Lessee," the owner of an oil, gas and mineral lease dated October 18, 19 84, recorded in Vol. ____ page ____, ____ Records of Sublette County, Wyoming from Gordon Mickelson and Margaret Mickelson to Chevron U.S.A. Inc. as to all the land covered thereby, being located in Sublette County, Wyoming, to wit:

T-33-N, R-113-W, 6th P.M.
Sec. 8: NW/4, N/2SW/4, W/2NE/4, SE/4NE/4, N/2SE/4, SE/4SE/4
Sec. 9: N/2SW/4, SW/4NW/4; Sec. 15: W/2W/2
Sec. 17: E/2NE/4; Sec. 7: Lot 1 (38.39 acs), E/2NW/4, NE/4, N/2SE/4, NE/4SW/4

to pay or tender rentals under said lease in any manner therein permitted to or for the account of the respective parties named below as follows:

CREDIT TO	DEPOSITORY	AMOUNT
Lola M. Guthrie Rt. #2 Nyssa, OR 97913 541-78-7077 (Social Security No.)	First Interstate Bank of Oregon (Bank) Nyssa, Oregon 97913 (Address) 342 001 6640 (Account No.)	$ 459.25
C. Gordon Jewett 158 "C" R.R. #1 St. George, KS 66535 (Social Security No.)	DEPOSITORY (Bank) (Address) (Account No.)	$ 194.81
Roberta Jewett 712 Flint Laramie, WY (Social Security No.)	DEPOSITORY (Bank) (Address) (Account No.)	$ 194.81
Gordon & Margaret Mickelson Big Piney, WY 83113 (Social Security No.)	DEPOSITORY (Bank) (Address) (Account No.)	$ 389.62
	TOTAL	$1,238.49

205145

RECORDED January 28 1985 3:00 P M
IN BOOK 73 Oil PAGE 741
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

Payments so made will fully protect said lease as to the respective interests of the undersigned, each of whom certifies as to the interest set opposite his name only. This division covers delay rentals only and shall not affect royalties.

The undersigned hereby GRANT, LEASE AND LET exclusively unto Lessee all of said land for the uses and purposes and upon the terms and provisions specified in said lease, and Lessee agrees to comply with the covenants contained therein.

The provisions hereof shall be binding upon the undersigned, even though this instrument is not executed by all the above named parties.

EXECUTED this 19th day of December, 19 84.

LOLA M. GUTHRIE

GORDON MICKELSON

C. GORDON JEWETT

MARGARET MICKELSON

ROBERTA JEWETT

STATE OF OREGON)
) SS.
COUNTY OF Malheur)

The foregoing instrument was acknowledged before me by Lola M. Guthrie this 19th day of December, 19 84.

Witness my hand and official seal.

Notary Public for Oregon

My commission expires: 2/23/88

Residing at: Nyssa, Ore.

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Residing at: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Residing at: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Residing at: _____

H-184 (D-1/82)

JUL 13 1984
RECEIVED DIAMOND SHAMROCK
LEASE RECORDS

DIVISION ORDER FOR PAYMENT OF ROYALTY UNDER

OIL AND GAS LEASE WHERE GAS IS NOT SOLD OR USED

Delbert W. Selby and Dorothy M. Selby, husband and wife, and Viola Waters, present owners of the oil and gas estate in, on and under the land hereinafter described, which land is subject to that certain Oil and Gas Lease dated March 17, 1981, recorded in Book 61 O&G, Page 508 of the records of Sublette County, Wyoming, executed by Viola Waters, a widow, as Lessor, to Edward J. Ackman, as Lessee, covering:

205147

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 6 (37.46), Lot 7 (19.80), Lot 10 (9.58), and Lot 11 (39.22);

Township 27 North, Range 112 West, 6th P.M.
Section 2: Lot 4 (13.51), and the bed of the Green River riparian thereto;

as amended by Modification of Lease Description dated September 1, 1983, recorded in Book 69 O&G, Page 334 of the records of Sublette County, Wyoming

FILED FOR RECORD AT 7:43 O'CLOCK A.M. JUL 13 1984
IN BOOK 73 PAGE 743
FEES $ 5.00
SUBLETTE COUNTY CLERK

do hereby agree with Nareco Corporation and Diamond Shamrock Exploration Company, the present owners and holders of said Oil and Gas Lease, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that any payment made pursuant to the second grammatical paragraph of paragraph 4 of said lease (payment of royalty where gas is not sold or used) may be made or tendered directly to the respective parties named below, or to the credit of any such party either to the depository bank named in said lease or to the depository bank set out below opposite such party's name, in the following amounts:

Credit to	Amount	Depository Bank and Address
Delbert W. Selby and Dorothy M. Selby Delbert W. Selby Dorothy M. Selby RR 1 Box 153 X Council Grove, Ks. 66846	$103.11	Farmers & Drovers N.A. Bank Council Grove Ks 66846
Viola Waters Viola Waters By Delbert W. Selby POA 221 Elm Place X Skiatook, Okla. 74070	$ 16.46	The Exchange Bank Skiatook Okla 74070

All other terms, provisions, and conditions in and of said lease, as amended, remain unchanged.

* See attached letter

If Power of attorney is needed
Copy of
one will be sent to you
Delbert W. Selby

743

Delbert W. Selby and Dorothy M. Selby, and Viola Waters further agree that payment to or for the account of any one or more of the undersigned in the amount and manner herein provided shall continue said lease in effect with respect to the interest in said lands owned by the party or parties to whom or for whose credit such payment has been made or tendered, notwithstanding the manner of payment or non-payment attributable to the interest of the other parties.

Delbert W. Selby and Dorothy M. Selby, and Viola Waters, hereby adopt, ratify and confirm said lease, as heretofore amended, and do hereby lease, demise and let the land described in said lease, as amended, unto Nareco Corporation and Diamond Shamrock Exploration Company, in the proportions that the interests of such parties appear of record in Sublette County, Wyoming, subject to and in accordance with the terms and provisions of said lease, as amended.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

This Division Order may be signed in counterpart and shall be binding upon all parties executing a counterpart hereof, whether or not this Division Order or a counterpart hereof, is signed by all parties.

EXECUTED this 5 day of July, 1984.

Delbert W Selby
DELBERT W. SELBY

Dorothy M. Selby
DOROTHY M. SELBY

Viola Waters POA
VIOLA WATERS By Delbert W Selby

STATE OF KANSAS §
§ ss.:
COUNTY OF MORRIS §

THE FOREGOING instrument was acknowledged before me by DELBERT W. SELBY this 5th day of July, 1984.

WITNESS my hand and official seal.

Linda L. Brown
Notary Public

My Commission Expires:

LINDA L. BROWN
My Appt. Exp. 7-18-87

STATE OF KANSAS §
§ ss.:
COUNTY OF MORRIS §

THE FOREGOING instrument was acknowledged before me by DOROTHY M. SELBY this 5th day of July, 1984.

WITNESS my hand and official seal.

Linda L. Brown
Notary Public

My Commission Expires:

LINDA L. BROWN
My Appt. Exp. 7-18-87

STATE OF Kansas §
§ ss.:
COUNTY OF Morris §

THE FOREGOING instrument was acknowledged before me by Delbert W. Selby, POA for VIOLA WATERS this 5th day of July, 1984.

WITNESS my hand and official seal.

Linda L. Brown
Notary Public

My Commission Expires:

LINDA L. BROWN
My Appt. Exp. 7-18-87

24F

Exp. Lse. 3/84 Pg. 62

12-3:44 CMB

RELEASE OF OIL AND GAS LEASE
GLN: 8-33683-05

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 February 2, 19 79

between Clifford Russell Daniels and Sophie M. Daniels, husband and wife

lessor, and Gulf Oil Corporation, lessee, covering the following described land

in Sublette County, State of Wyoming, to-wit:

SEE ATTACHMENT FOR LAND DESCRIPTION

205175

and recorded in the records of said County in Book 57 O & G at Page 207

WITNESS the execution hereof this 3rd day of December, 19 84.

RECORDED January 30 19 85 8:00 AM
IN BOOK 73 Ovd PAGE 746
FEES 6.00 Lois J Uptmor COUNTY CLERK
SUBLETTE COUNTY CLERK
Ayd Mclure

GULF OIL CORPORATION

By W. R. WIMBISH ITS ATTORNEY IN FACT

Colorado, Kansas, Montana,
Nebraska, North Dakota,
Oklahoma, South Dakota

STATE OF WYOMING
COUNTY OF NATRONA } ss.

BEFORE ME, a Notary Public in and for said County and State, on this 24th day of January, 19 85, 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.

J. L. GROOM
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 10, 1987

My Commission Expires June 10, 1987

J. L. GROOM
NOTARY PUBLIC

STATE OF _____
COUNTY OF _____ } SS.

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 hs 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

"ATTACHED TO AND MADE A PART OF THAT CERTAIN [redacted] LEASE OF OIL AND GAS LEASE DATED [redacted] DECEMBER 3, 1984

GLN: 8-33683-05

Township 30 North - Range 112 West, 6th P.M.
Section 5: Lot 2(40.09), and a portion of the SW/4NE/4 described as:
Beginning at the quarter section corner in the boundary line between Section 4 and 5, and running thence North 64° 42' West, 22 chains, 46 links to the place of beginning, the initial point or descriptive point,
Running thence North 11 chains, 40 links,
Thence North 87° West, 6 chains,
Thence South 8 chains, 60 links,
Thence South 62° 36' East, 6 chains, 76 links, to the place of beginning.

Township 31 North - Range 112 West, 6th P.M.
Section 32: SW/4SW/4, excepting therefrom the following described tract:
Beginning at the southwest corner of said Section 32 where is found a quartzite stone 17" x 8" x 5" marked ///// on E, / on W, S_S on N with mound of stone to N/
Thence N00° 07' E, 1324.0 feet along the west line of said Section 32 to the north line of the said SW/4SW/4 where is found a quartzite stone 18" x 14" x 3" marked S 1/16 on W, S_S on E;
Thence S87° 28' E, 395.0 feet along the north line of said SW/4SW/4 to a 3/8" x 12" steel spike under an existing fence;
Thence S33° 50' E, 1642.9 feet along the said fence to the South line of said Section 32 where is found a quartize stone 18" x 11" x 4" marked W1/16 on N, S_S on S;
Thence N87° 28' W, the base bearing of this survey, 1313.4 feet along the south line of said Section 32 to the place of beginning: containing an area of 14 acres more or less.
Section 31: S/2NE/4, E/2NW/4, NE/4SW/4, N/2SE/4
Section 32: NW/4SW/4, SW/4SE/4, SE/4SW/4

340

EXP. LSE. 10-84, PG 33

1-11-85 amdg.

GLN: 8-34049-01

RELEASE OF OIL AND GAS LEASE

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 October 17, 19 74

between Alfred G. Ditton & Thelma L. Ditton,

lessor, and Gulf Oil Corporation, lessee, covering the following described land

in Sublette County, State of Wyoming, to-wit:

Township 32 North, Range 108 West
Sec. 2: SW¼NE¼, Lot 2 (34.99)

Township 33 North, Range 108 West
Sec. 31: Lots 2 (40.04) 3 (40.10), 4 (40.18)

205176

and recorded in the records of said County in Book 51 at Page 161-162.

WITNESS the execution hereof this 11th day of January, 19 85.

RECORDED Jan 30 1985 8 o'clock AM
IN BOOK 73 Oil & Gas PAGE 168
FEES 4.00 Lois O Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McElwee

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 24th day of January, 19 85, 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.

WITHESS my hand and official seal the day and year last above written.

J. L GROOM
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My commission expires June 10, 1987

My Commission Expires June 10, 1987

J. L. Groom
J. L. GROOM
NOTARY PUBLIC

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 hs 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

Form 3100-11*
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
U-60686

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (reverse) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 OP. Atty. Gen. 41), or the

Read Instructions Before Completing

1. Name: EMC Energies, Inc.

Street: 123 West 1st., Suite 810-40

City, State, Zip Code: Casper, WY 82601

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T.	R.	Meridian	State	County

205191

RECORDED January 31 19 85 8:00 AM
IN BOOK 123 Misc PAGE 749
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County
T. 29 N.,	R. 109 W.,	6th PM,	WY	Sublette

Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Sec. 8: All
Sec. 18: Lots 1, 2, 3, 4, E½, E½W½

Total acres in lease 1965.35 1966.00

Rental retained $ _____

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TAMBINI
(Signing Officer)

Chief, Oil and Gas Section JAN 25 1985
(Title) (Date)

EFFECTIVE DATE OF LEASE FEB 1 1985

FOR LESSEE

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 300,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 12th day of DECEMBER, 1984

EMC Energies, Inc.
BY: Thomas C. Gallus
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals.--Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00, or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), (c), or (d) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties.--Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds.--Lessee shall file and maintain any bond required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage.--Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection.--Lessee shall file with proper office of lessor, not later than 30 days after effective date hereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations.--Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations.--To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium.--Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 9. Damages to property.--Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity.--Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease.--As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises.--At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default.--If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be canceled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 14. Heirs and successors-in-interest.--Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

No occupancy or other surface disturbance will be allowed within 500 feet from any water source. This distance may be modified when specifically approved in writing by the District Manager, Bureau of Land Management.

In order to minimize watershed damage during muddy and/or wet periods the District Manager, Bureau of Land Management, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Manager, Bureau of Land Management.

Form 3103-5
(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-55974

Lease effective date
9/1/76

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

HPC, INC.

Address *(include zip code)*
1225 Seventeenth Street Plaza, Suite 3100
Denver, Colorado 80202-5531

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 37 North, Range 109 West, 6th PM Section 17: SE/4 Section 19: NE/4, E/2W/2, E/2SE/4 Section 27: NW/4 Section 28: W/2W/2 Section 33: N/2NW/4, SE/4NW/4 Sublette County, Wyoming Containing a total of 1000.00 acres, more or less. 205193 RECORDED January 31 1985 2:45 PM IN BOOK 73 Misc PAGE 752 FEES $6.00 Jean J Yake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy M Reuwee	

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 to D & J Trust on Dec.27,76	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 23rd day of November , 19 84..

W. J. Langley
Vice President
F & L Co.

(Assignor's Signature)

4544 Cathedral Drive
(Assignor's Address)

Dallas, Texas 75214
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

7402 7086 [redacted]

NOTE: This [redacted] be reproduced provided that copies are e[redacted]oductions on one sheet of both sides of t[redacted]l form, in accord-

[redacted] P [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 18th day of January, 1985.

HPC, INC.

R. W. Ponfick
(Assignee's Signature)

1225 Seventeenth Street Plaza, Suite 3100
(Assignee's Address)

R. W. Ponfick
Attorney-In-Fact

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Dallas

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared W. J. Langley 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 F & L Co 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 4th day of December, A.D. 1984

(L.S.)

Darcy L. Currier
Notary Public, Dallas County, Texas

My Commission Expires 9-13-85

MARTIN Stationery Co., Dallas

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.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in accordance with certain provisions of the hereinafter described lease, does hereby release, relinquish and surrender to the original Lessor(s) named in said lease, their heirs, successors and assigns all of the right, title and interest of the undersigned in, to and under that certain oil and gas lease and only that certain oil and gas lease, dated December 29, , 19 72 , by and between The First National Bank of Kemmerer, as Trustee of the Fear Family Trust as Lessor(s), and Thomas F. Stroock P. O. Box 2875, Casper, Wyoming, 82601 , as Lessee, recorded January 17, , 19 73 , in Book 48 O&G at Page 626 of the records of Sublette County, State of Wyoming , insofar only as said lease covers the following described lands located in said county, to wit:

Township 28 North, Range 111 West, 6th P. M.
Section 6: Lots 9, 10, S½NE¼, SE¼SW¼, SE¼

Township 28 North, Range 112 West, 6th P. M.
Section 1: Lots 14, 15, 16
Section 12: Lots 1, 2, 3, 6, 7, 8, 9, 10, 13, 14
Section 13: Lots 1, 2, 5, 8, 9, 12, SW¼SE¼
Section 24: Lots 1, 2, 3

Containing 1039.60 acres, more or less

EXECUTED this 27th day of August, 1984.

ATTEST:

Assistant Secretary

BELCO DEVELOPMENT CORPORATION

By: J. M. Oswald
J. M. Oswald
Executive Vice President

EXECUTED this 5th day of December, 19 84.

ATTEST:

GETTY OIL COMPANY

By: M. E. Robinson
M. E. Robinson - Agent

205205

RECORDED February 4, 1985 8:00 AM
IN BOOK 73 Oil & Gas PAGE 754
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Getty Oil Company
Property Control Section
P.O. Box 3000
Tulsa, Oklahoma 74102

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared J. M. Oswald, known to me to be the person whose name is subscribed to the foregoing instrument, as Executive Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of August, 1984.

My Commission Expires:

5-2-88

Judith A. Bell
Notary Public
in and for the State of Texas

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp.

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

BEFORE ME, the undersigned authority, on this day personally appeared M.E. Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, as Agent of Getty Oil Company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of December, A.D. 84.

My Commission Expires:

4-6-87

Notary Public

CORRECTIVE ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated August 4, 1983, filed with the Wyoming State Office of the Bureau of Land Management August 22, 1983, approved by said Bureau effective September 1, 1983, recorded in Book 72 of Oil and Gas, Page 835 with the County Clerk, Sublette County, Wyoming, Guaranty Energy Group 1979 (herein after Assignor) assigned to E.W. Blanch, Sr. Revocable Trust (Blanch Trust) an undivided .99382% interest in and to:

Lessor: U.S.A. (Federal Serial W-54137)
Lease Date: April 1, 1976
Description: Township 27 North, Range 111 West, 6th P.M.
Section 20: NE/4
Section 17: SE/4
Containing 320.00 acres more or less situated in Sublette County, Wyoming. This Assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement as follows: Farmout Option Agreement dated November 27, 1979 by and between Rainbow Resources, Inc., Terra Resources, Inc., Barber Oil Exploration, Inc., and Energetics, Inc., and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1980) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources Inc., and Williams Exploration Company, covering the E½ of Section 20, T27N, R111W, Sublette County, Wyoming; that certain Operating Agreement, dated July 24, 1979 between Energetics, Inc. (operator) and Guaranty Energy Group 1979, et al (non-operators), and that certain Letter Agreement dated October 8, 1979 between Energetics, Inc., and Guaranty Energy Group 1979 and

WHEREAS, no trustee was named in said assignment; and

WHEREAS, it is the desire of Assignor to correct said assignment;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GUARANTY ENERGY GROUP 1979 does hereby give, grant, assign, convey and transfer unto E.W. BLANCH, SR., TRUSTEE, E.W. BLANCH, SR. REVOCABLE TRUST, an undivided .99382% interest in and to the aforementioned lease, Federal Serial W-54137.

It is the intent of the undersigned to have this assignment correct, supercede and be in lieu of that certain assignment dated August 4, 1983, recorded in Book 72 of Oil and Gas, page 835 as herein above described, insofar and only insofar as this assignment names the Trustee for the E.W. Blanch, Sr. Revocable Trust.

Executed this 28th day of January, 1985 but made effective as of August 4, 1983.

ATTEST:

John B. Van Heuvelen
Assistant-Secretary

SEAL 1978

GUARANTY ENERGY GROUP 1979

Donald G. Knudsen
Treasurer/Controller for General Hydrocarbons, Inc., Managing General Partner of GEG-79

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 28th day of January, 1985, before me, a Notary Public, personally appeared DONALD G. KNUDSEN, to me personally known, who being by me duly sworn, did acknowledge before me under oath that he is the Treasurer of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Angela Webinger
NOTARY PUBLIC

NOTARIAL SEAL

6-10-86
My commission expires

205212

RECORDED February 4 1985 4:00 PM
IN BOOK 73 Of O&G PAGE 756
FEES $4.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] by Dorothy McKee [redacted]

[redacted] [redacted] [redacted] 1-23-11200

Form 3106—14
(September 1982)

FACSIMILE REPRODUCTION
— ACKNOWLEDGMENT ADDED

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-30075

Lease effective date January 1, 1971

PART I

1. Assignee's Name

TRUE OIL COMPANY

Address *(include zip code)*
P.O. Drawer 2360, River Cross Road
Casper, Wyoming 82602

The undersigned, as owner of 85 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Sublette County, Wyoming

Township 35 North, Range 115 West

Section 4: Lots 1, 2, 3, 4, S/2N/2, S/2

containing 637.68 acres, more or less,

INSOFAR AS SAID LANDS COVER ZONES AND FORMATIONS FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,598 FEET SUBSURFACE, AS ENCOUNTERED IN THE DEADMAN UNIT #34-18 WELL LOCATED IN THE SW/4SE/4 OF SECTION 18, T35N-R115W

205302

RECORDED February 12 1985 8:00 AM
IN BOOK 73 D & P PAGE 757
FEES $8.00 Laura J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Reece

2.a See attached Exhibit "A".

3. Specify interest or percent of operating rights being conveyed to assignee	35%
4. Specify interest or percent of operating rights being retained by assignor	50%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of December, 1984, to be made effective as between the parties as of June 18, 1983.

TENNECO OIL COMPANY

By: P.W. Cayce (Assignor's Signature)
P.W. Cayce, Jr.
Attorney-in-Fact

ATTEST: M. E. Carr
M. E. Carr, Asst. Secty.

P.O. Box 3249
(Assignor's Address)

Englewood, Colorado 80155
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, 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 CFT 3106.

757

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

ACKNOWLEDGMENT — CORPORATION

On this 17th day of December, 19 84, before me, a notary public in and for the above County and State, personally appeared P.W. Cayce, Jr., known to me to be the Attorney-in-Fact of TENNECO OIL COMPANY, a corporation, and acknowledged that such corporation executed the foregoing instrument. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
My commission expires:
My Commission Expires Sept. 7, 1987

Notary Public
Linda Hancock
Residing at: 6884 S. Prescott St.
Littleton, CO 80120

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 25th day of January, 19 85

H. A. True, Jr.
(Assignee's Signature)

True Oil Company
P. O. Drawer 2360
Casper, Wyoming 82602
(Assignee's Address)

(City) (State) (Zip Code)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT

On this 25th day of Jan, 19 85, before me personally appeared H. A. TRUE, Jr., to me personally known, who, being by me duly sworn, did say that he is one of the partners of the firm of TRUE OIL COMPANY, described in and who executed the foregoing instrument, and the said H. A. TRUE, Jr. acknowledged that he executed the same as his free act and deed, and the free act and deed of said partnership.

Given under my hand and seal the date last above written.

My Commission Expires 2-

NOTARY PUBLIC
EXPIRES
Sept. 10, 19[illegible]
Natrona County, Wyoming

Linda Julian
Notary Public.

Mtn States Litho—Casper

signed copies in the appropriate BLM office. ... 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.

(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 presecutions.

EFFECTIVE 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:
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 "A"

Attached to and made a part of Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (BLM Form 3106-14) dated December 17, 1984, constituting an assignment of operating rights in United States Lease Serial No. W-30075, herein called "said lease"

The following terms and conditions shall apply to the instrument of assignment to which this exhibit is attached:

1. Rights Assigned. The oil and gas record title and leasehold rights in said lease conveyed to Assignee are referred to as "assigned leasehold rights".

2. Assignee's Specific Covenants. Assignee covenants and agrees:

(a) To observe, conform and comply with the terms and provisions, express or implied, of said lease and of any Communitization Agreement, Unit Agreement, Joint Operating Agreement or Unit Operating Agreement to which said lease (insofar as the assigned leasehold rights are concerned) may be subject, and all laws, rules, regulations and orders, both State and Federal, applicable to the ownership and enjoyment of the assigned leasehold rights; and

(b) To pay and bear, unless otherwise herein provided to the contrary, all royalties, overriding royalties, production payments and other interests or obligations payable out of or measured by the oil and gas produced from and under the assigned leasehold rights.

3. Lease Rentals. Unless and until otherwise agreed to in writing by the parties, timely payment of any delay rentals that become due and payable under the terms of said lease, insofar as same apply to the assigned operating rights, shall be made by Assignor and Assignee shall reimburse Assignor for Assignee's proportionate share thereof. Assignor shall not be liable, however, for failure to make any such rental payment through inadvertence or as a result of clerical error or oversight.

4. Surrender or Abandonment. If at any time Assignee intends to surrender, abandon, allow to terminate, cancel for nonpayment of a shut-in royalty, rental or any other payment that could be made by Assignee, any portion of the subject acreage, Assignee shall notify Assignor in writing thereof at least sixty (60) days before such occurrence.

5. Laws and Regulations. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the laws of the United States under and by virtue of which said lease is issued, or of any regulations lawfully promulgated thereunder, but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said laws or such regulations, or against public policy, and except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.

6. Notices. All notices, reports and other information required to be furnished Assignor or Assignee pursuant hereto shall be furnished such party at the address set out in the assignment to which this exhibit is attached. All such notices may be given in writing by prepaid registered mail or by telegram, addressed to the parties at their respective addresses. Any party may change its address for service by notifying the other party of such change in writing.

7. Assignment. This assignment is made and executed without warranty, express or implied, by Assignor; and all of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

8. Effective Date. This assignment must be filed for approval by the authorized officer of the Bureau of Land Management, U.S. Department of the Interior, within 90 days from the date hereof but upon such approval shall be effective as between the parties as of June 18, 1983.

(2521L)

720

1-23-11100

Form 3106—14
(September 1982)

FACSIMILE REPRODUCTION
— ACKNOWLEDGMENT ADDED

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-26871

Lease effective date
January 1, 1971

PART I

1. Assignee's Name
TRUE OIL COMPANY

Address *(include zip code)*
P.O. Drawer 2360, River Cross Road
Casper, Wyoming 82602

The undersigned, as owner of 85 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Sublette County, Wyoming

Township 35 North, Range 115 West

Section 9: All

containing 640.00 acres, more or less,

INSOFAR AS SAID LANDS COVER ZONES AND FORMATIONS FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,598 FEET SUBSURFACE, AS ENCOUNTERED IN THE DEADMAN UNIT #34-18 WELL LOCATED IN THE SW/4SE/4 OF SECTION 18, T35N-R115W

205703

RECORDED February 02 1985 8:04 M
IN BOOK 73 Deed PAGE 760
FEES $8.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2.a See attached Exhibit "A".

3. Specify interest or percent of operating rights being conveyed to assignee	35%
4. Specify interest or percent of operating rights being retained by assignor	50%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 17th day of December, 19 84, to be made effective as between the parties as of June 18, 1983.

TENNECO OIL COMPANY

By: _____ P.O. Box 3249
(Assignor's Signature) (Assignor's Address)

P.W. Cayce, Jr.
Attorney-in-Fact

ATTEST: _____ Englewood, Colorado 80155
M. F. Carr, Asst. Secty. (City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fradulent 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] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

ACKNOWLEDGMENT -- CORPORATION

On this 17th day of December, 19 84, before me, a notary public in and for the above County and State, personally appeared P.W. Cayce, Jr., known to me to be the Attorney-in-Fact of TENNECO OIL COMPANY, a corporation, and acknowledged that such corporation executed the foregoing instrument. WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:
My Commission Expires Sept. 7, 1987

Notary Public

Residing at: ~~6884 S. Prescott St.~~
Littleton, CO 80120

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 25th day of January, 19 85

(Assignee's signature)
H. A. True Jr.

True Oil Company
P. O. Drawer 2360
Casper, Wyoming 82602
(Assignee's Address)

(City) (State) (Zip Code)

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT

On this 25th day of January, 19 85, before me personally appeared H. A. TRUE, Jr., to me personally known, who, being by me duly sworn, did say that he is one of the partners of the firm of TRUE OIL COMPANY, described in and who executed the foregoing instrument, and the said H. A. TRUE, Jr. acknowledged that he executed the same as his free act and deed, and the free act and deed of said partnership.

Given under my hand and seal the date last above written.

My Commission Expires

Linda Julian
Notary Public.

Mtn States Litho—Casper

2. FILING AND NUMBER OF COPIES — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 non-refundable filing fee *must* accompany 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.

(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 presecutions.

EFFECTIVE 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 Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (BLM Form 3106-14) dated December 17, 1984, constituting an assignment of operating rights in United States Lease Serial No. W-26871, herein called "said lease"

The following terms and conditions shall apply to the instrument of assignment to which this exhibit is attached:

1. Rights Assigned. The oil and gas record title and leasehold rights in said lease conveyed to Assignee are referred to as "assigned leasehold rights".

2. Assignee's Specific Covenants. Assignee covenants and agrees:

(a) To observe, conform and comply with the terms and provisions, express or implied, of said lease and of any Communitization Agreement, Unit Agreement, Joint Operating Agreement or Unit Operating Agreement to which said lease (insofar as the assigned leasehold rights are concerned) may be subject, and all laws, rules, regulations and orders, both State and Federal, applicable to the ownership and enjoyment of the assigned leasehold rights; and

(b) To pay and bear, unless otherwise herein provided to the contrary, all royalties, overriding royalties, production payments and other interests or obligations payable out of or measured by the oil and gas produced from and under the assigned leasehold rights.

3. Lease Rentals. Unless and until otherwise agreed to in writing by the parties, timely payment of any delay rentals that become due and payable under the terms of said lease, insofar as same apply to the assigned operating rights, shall be made by Assignor and Assignee shall reimburse Assignor for Assignee's proportionate share thereof. Assignor shall not be liable, however, for failure to make any such rental payment through inadvertence or as a result of clerical error or oversight.

4. Surrender or Abandonment. If at any time Assignee intends to surrender, abandon, allow to terminate, cancel for nonpayment of a shut-in royalty, rental or any other payment that could be made by Assignee, any portion of the subject acreage, Assignee shall notify Assignor in writing thereof at least sixty (60) days before such occurrence.

5. Laws and Regulations. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the laws of the United States under and by virtue of which said lease is issued, or of any regulations lawfully promulgated thereunder, but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said laws or such regulations, or against public policy, and except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.

6. Notices. All notices, reports and other information required to be furnished Assignor or Assignee pursuant hereto shall be furnished such party at the address set out in the assignment to which this exhibit is attached. All such notices may be given in writing by prepaid registered mail or by telegram, addressed to the parties at their respective addresses. Any party may change its address for service by notifying the other party of such change in writing.

7. Assignment. This assignment is made and executed without warranty, express or implied, by Assignor; and all of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

8. Effective Date. This assignment must be filed for approval by the authorized officer of the Bureau of Land Management, U.S. Department of the Interior, within 90 days from the date hereof but upon such approval shall be effective as between the parties as of June 18, 1983.

(2521L)

[redacted] [redacted] [redacted]

[redacted] [redacted] Split River Fee [redacted]
48-1872

RECEIVED

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

APPROVAL - CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (43 U.S.C., part 3180), and delegated to the Assistant District Manager, Division of Mineral Resources, Bureau of Land Management, I do hereby:

A. Approve the attached communitization agreement covering the SW/4 of Section 35, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming, as to (natural gas and associated liquid hydrocarbons) ~~[illegible]~~ producible from the 2nd Frontier formation.

B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: JUN 08 1984

Effective: OCT 01 1983

Contract No.: Com. Agr. WY049P56-84C856

Mary D. Bauer
Assistant District Manager
Division of Mineral Resources
Rock Springs, Wyoming

205329

RECORDED February 12 1985 8:00 A M
IN BOOK 73 Misc PAGE 763
FEES $8.00 Laura Yacka COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deuel

COPY FORWARDED
TO AMARILLO
DATE: 6-11-84 Am

763

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MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

COMMUNITIZATION AGREEMENT

Contract No. WY049P56-84C856

THIS AGREEMENT entered into as of the 1st day of October, 1983, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

W I T N E S S E T H:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other lease-hold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be indenendently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:
Township 28 North, Range 112 West, 6th P.M.
Section 35: SW/4
Sublette County, Wyoming

Containing 160.00 acres, more or less, and this agreement shall include only the 2nd Frontier formation underlying said lands and the natural gas and associated liquid hereinafter referred to as "communitized substances," hydrocarbons producible from such formation.

COPY FORWARDED
TO AMARILLO
DATE: 6-11-84 Am

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Assistant District Manager, Division of Mineral Resources.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement

to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement is effective October (Month) 1 (Day), 1983 (Year) upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for so long as communitized substances are, or can be, produced from the communitized area in paying quantities: provided,

that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United State of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

768

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MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

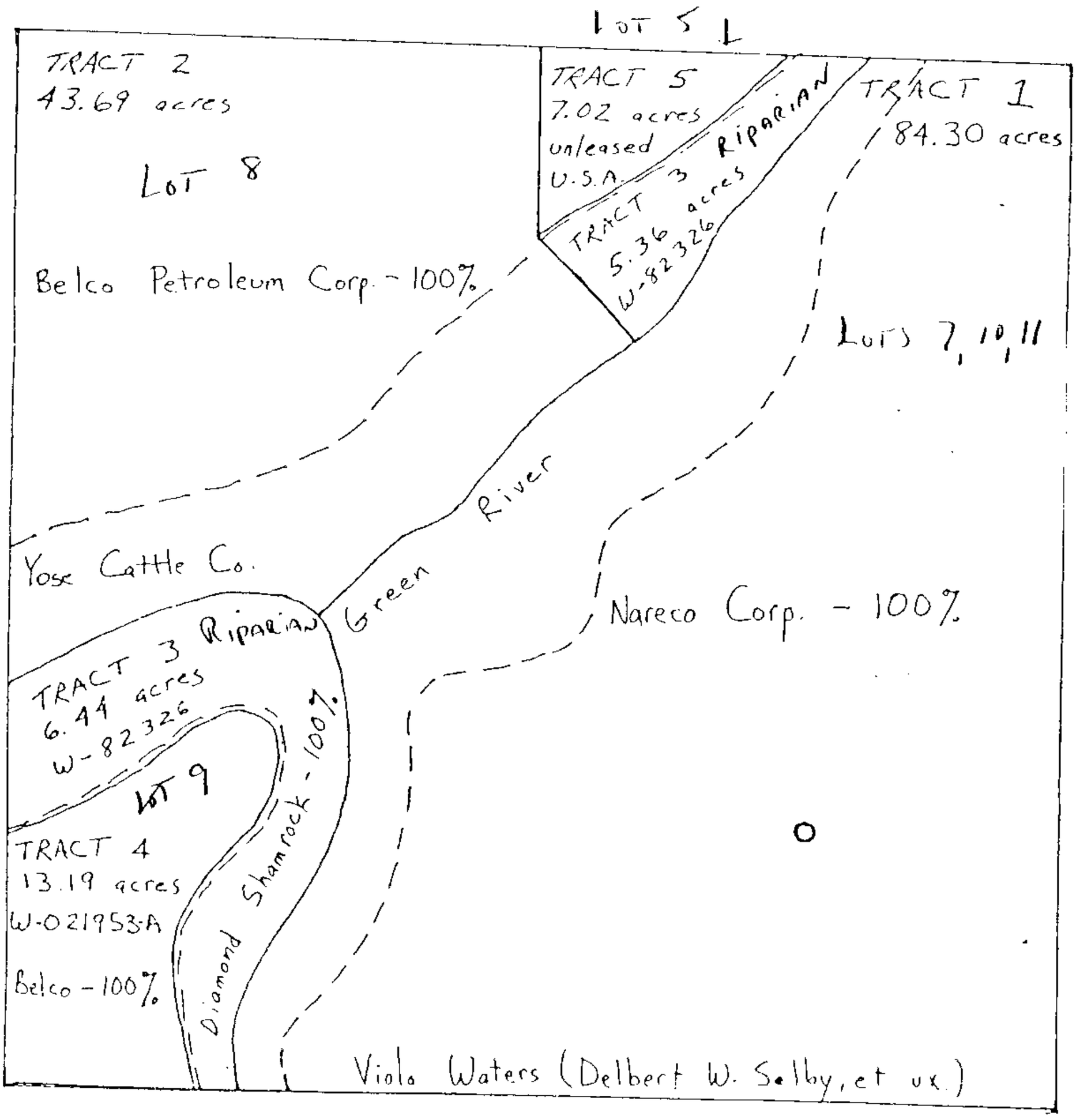
EXHIBIT "A"

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

Plat of communitized area covering the SW/4 of Section 35, Township 28 North, Range 112 West, 6th P.M., Big Pine Field, Sublette County, Wyoming, 2nd Frontier formation.



O - Proposed Well

[redacted]

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

EXHIBIT B

[redacted]

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

Attached to and made a part of that certain Communitization Agreement dated October 1, 1983, and embracing SW/4 of Section 35, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

OPERATOR OF COMMUNITIZED AREA: DIAMOND SHAMROCK EXPLORATION COMPANY

TRACT 1:

Lease Date: March 17, 1981

Lessor: Viola Waters (predecessor in title to Delbert W. Selby, et ux.)

Primary Term: 5 years

Original Lessee: Edward J. Ackman

Present Lessee(s): Nareco Corporation

Description of Land: Township 28 North, Range 112 West, 6th P.M.
Section 35: Lots 7, 10, 11, and lands riparian thereto (insofar as said lands fall within the SW/4 of Section 35)
Sublette County, Wyoming

Number of Acres: 84.30 (lease also covers additional acreage)

Basic Royalty Rate: 12.5%

Pooling Clause: Yes

Name and Percentage of Each Working Interest Owner:

Nareco Corporation	- 100%

Name and Percentage of Each Overriding Royalty Interest Owner:

D. D. Bellman	- 0.03184%
H. L. Baker	- 0.07227%
Paul R. Morris	- 0.50%
Girard E. Morgan	- 1.25%
Joan M. Carlson	- 0.25%
William H. Maltbie and Marjorie Maltbie	- 1.00%
Omnimax Oil and Gas, Inc.	- 1.25%
Edward J. Ackman	- 2.00%

Recording Data: Book 61, Page 508

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

TRACT 2:

Lease Date: December 17, 1981

Lessor: Yose Cattle Company

Primary Term: 5 years from December 17, 1981

Original Lessee: Belco Petroleum Corporation

Present Lessee(s): Belco Petroleum Corporation

Description of Land: Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 8 and land riparian thereto (insofar as said land falls within the SW/4 of Section 35)
Sublette County, Wyoming

Number of Acres: 43.69

Basic Royalty Rate: 15%

Pooling Clause: Yes, requires notice to Lessor.

Name and Percentage of Each Working Interest Owner:

Belco Petroleum Corporation - 100%

Name and Percentage of Each Overriding Royalty Interest Owner:

None

Recording Data: Book 64, Page 76

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BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

TRACT 3:

Lease Date: March 1, 1983

Serial No.: W-82326

Lessor: U. S. A.

Lease Term: 10 years

Original Lessee: Mark W. Stillings

Present Lessee(s): Diamond Shamrock Exploration Company, successor in interest to Diamond Shamrock Corporation

Description of Land: Township 28 North, Range 112 West, 6th P.M.
Section 35: That portion of the bed of the Green River riparian to Lots 5 and 9 (insofar as said land falls within the SW/4 of Section 35)
Sublette County, Wyoming

Number of Acres: 11.8 (lease covers 44.97 acres)

Basic Royalty Rate: 12.5%

Name and Percentage of Each Working Interest Owner:

Diamond Shamrock Exploration Company - 100%

Name and Percentage of Each Overriding Royalty Owner:

Mark W. Stillings - 5.0%

Recording Data: Not recorded

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

TRACT 4:

Lease Date: August 1, 1953

Serial No.: W-021953-A

Lessor: U. S. A.

Lease Term: 5 years from August 1, 1953 (now HBP)

Original Lessee: J. Darrell Nicodemus

Present Lessee(s): Belco Petroleum Corporation

Description of Land: Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 9
Sublette County, Wyoming

Number of Acres: 13.19

Basic Royalty Rate: 12.5%

Pooling Clause: N/A

Name and Percentage of Each Working Interest Owner:

Belco Petroleum Corporation - 100%

Name and Percentage of Each Overriding Royalty Owner:

Justheim Petroleum Company - 6%
Charles Getzler - 1%

Recording Data: Not recorded

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BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

TRACT 5:

Unleased U. S. A.

Description of Land: Township 28 North, Range 112 West, 6th P.M.
Section 35: That portion of Lot 5 within the SW/4
Sublette County, Wyoming

Number of Acres: 7.02

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES	PERCENTAGE OF INTEREST
1	84.30	52.68750%
2	43.69	27.30625%
3	11.80	7.37500%
4	13.19	8.24375%
5	7.02	4.38750%
		100.00000%

302. LOCATION OF WELLS (All Lands Except Indian)

In the absence of special orders of the Commission establishing drilling units or authorizing different well density or location patterns for particular pools or parts thereof, each oil and gas well shall be located in the center of a forty (40) acre governmental quarter quarter section or lot or tract or combination of lots or tracts substantially equivalent thereto as shown by the most recent governmental survey, with a tolerance of 200 feet in any direction from the center location; provided, that no oil or gas well shall be drilled less than 920 feet from any other well drilling to or capable of producing oil or gas from the same pool, and no oil or gas well shall be completed in a known pool unless it is located more than 920 feet from any other well completed in and capable of producing oil or gas from the same pool.

Any gas wells drilled in the area described as Township 12 North through Township 28 North and Range 89 West through Range 121 West shall be located in the center of a one hundred-sixty (160) acre subdivision, or lot or tract or combination of lots or tracts substantially equivalent thereto, not closer than one thousand one hundred-twenty feet (1,120') to the exterior boundaries of the quarter section. All Federal Units and areas subject to existing orders for drilling and spacing units in the above described area shall be exempt from the aforesaid gas well location requirements.

The Supervisor shall have the discretion to determine the pattern location of wells adjacent to an area spaced by the Commission, or under application for spacing, where there is sufficient evidence to indicate that the pool or reservoir spaced or about to be spaced may extend beyond the boundary of the spacing order or application and the uniformity of spacing patterns is necessary to insure orderly development of the reservoir or pool.

Operators who apply for a permit to drill a gas well in the area described in Paragraph 2 may contemporaneously or subsequently file an application to establish spacing for an area not to exceed nine (9) sections, which application will be held in abeyance until the permitted well is completed. Notice of such application must be given to all owners within the area applied for. Upon completion of the permitted well, the application to establish spacing will either be heard by the Commission or dismissed, depending upon the data obtained from the completed well. During the pendency of the application to establish spacing, all permits to drill gas wells will be held in abeyance pursuant to the provisions of Rule 305, provided that permits to drill will be approved for additional gas wells in the area subject to the application on not less than a six hundred-forty (640) acre pattern at a location consistent with the initial well. The area to be spaced my be increased in size prior to the Hearing upon a proper showing of need to the Supervisor and after notice to all owners in the area to be added.

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

WORKING INTEREST OWNERS

February 29, 1984, 1983 DIAMOND SHAMROCK EXPLORATION COMPANY

Power of Attorney filed under Serial No. W-56800 and such authority is still in force and effect.

By: _____
Attorney-in-Fact
William B. Nance

_____, 1983 NARECO CORPORATION

By: _____

_____, 1983 RELCO PETROLEUM CORPORATION

By: _____

OVERRIDING ROYALTY INTEREST OWNERS:

_____, 1983 _____
D. D. BOLLMAN

_____, 1983 _____
H. L. BAKER

_____, 1983 _____
PAUL R. MORRIS

_____, 1983 _____
GIRARD E. MORGAN

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

MAY 17 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF Colorado §
§ ss.:
COUNTY OF Denver §

THE FOREGOING instrument was acknowledged before me by William B. Nance, as Attorney-in-Fact of DIAMOND SHAMROCK EXPLORATION COMPANY, this 13 day of January, 1983.

WITNESS my hand and official seal.

Notary Public
410 17th Street, Suite 600
Denver, Colorado 80202

My Commission Expires:
10/14/84

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, as _____ President of NARECO CORPORATION, this _____ day of _____, 1983.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, as _____ President of BELCO PETROLEUM CORPORATION, this _____ day of _____, 1983.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

MAY - 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECE[redacted]
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

WORKING INTEREST OWNERS

January 13, 1983 DIAMOND SHAMROCK EXPLORATION COMPANY

Power of Attorney filed under Serial No. W-56800 and such authority is still in force and effect.

By: William B. Nance
Attorney-in-Fact
William B. Nance

January 23, 1984 NARECO CORPORATION

By: John P. O'Hare
John P. O'Hare, Vice President

, 1983 RELCO PETROLEUM CORPORATION

By: _____

OVERRIDING ROYALTY INTEREST OWNERS:

, 1983 _____
D. D. BOLLMAN

, 1983 _____
H. L. BAKER

, 1983 _____
PAUL R. MORRIS

, 1983 _____
GIRARD E. MORGAN

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

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MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF Colorado §
§ ss.:
COUNTY OF Denver §

THE FOREGOING instrument was acknowledged before me by William B. Nance, as Attorney-in-Fact of DIAMOND SHAMROCK EXPLORATION COMPANY, this 13 day of January, 1984.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:
10/14/84

410 17th Street, Suite 600
Denver, Colorado 80202

STATE OF TEXAS §
§ ss.:
COUNTY OF HARRIS §

THE FOREGOING instrument was acknowledged before me by John P. O'Hare, as Vice President of NARECO CORPORATION, this 23rd day of January, 1984.

WITNESS my hand and official seal.

Notary Public
Susan Fussell

My Commission Expires:
1-10-87

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, as _____ President of BELCO PETROLEUM CORPORATION, this _____ day of _____, 1983.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

_____

RECEIVED

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

WORKING INTEREST OWNERS

January 6, 1984 DIAMOND SHAMROCK EXPLORATION COMPANY

Power of Attorney filed under Serial No. W-56800 and such authority is still in force and effect.

By: _____
Attorney-in-Fact
William B. Nance

_____, 1983 NARECO CORPORATION

By: _____

February 8, 1984 BELCO PETROLEUM CORPORATION

By: _____
R. A. Grinstead, Vice President

OVERRIDING ROYALTY INTEREST OWNERS:

_____, 1983 _____
D. D. BOLLMAN

_____, 1983 _____
H. L. BAKER

_____, 1983 _____
PAUL R. MORRIS

_____, 1983 _____
GIRARD E. MORGAN

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

779

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF COLORADO §
§ ss.:
COUNTY OF DENVER §

THE FOREGOING instrument was acknowledged before me by William B. Nance, as Attorney-in-Fact of DIAMOND SHAMROCK EXPLORATION COMPANY, this 6th day of January, ~~1983~~ 1984.

WITNESS my hand and official seal.

Notary Public

410 17th Street, Suite 600
Denver, CO 80202

My Commission Expires:

10/14/84

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, as _____ President of NARECO CORPORATION, this _____ day of _____, 1983.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

_____

STATE OF TEXAS §
§ ss.:
COUNTY OF HARRIS §

THE FOREGOING instrument was acknowledged before me by R. A. Grinstead, as Vice President of BELCO PETROLEUM CORPORATION, this 8th day of February, 1984.

WITNESS my hand and official seal.

Lori Boliver, Notary Public in and for the State of Texas

My Commission Expires:

April 30, 1985

[redacted] [redacted] RECEIVED

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

WORKING INTEREST OWNERS

January 13, 1983 DIAMOND SHAMROCK EXPLORATION COMPANY

Power of Attorney filed under Serial No. W-56800 and such authority is still in force and effect.

By: William C. Nance
Attorney-in-Fact
William B. Nance

_____, 1983 NARECO CORPORATION

By: _____

_____, 1983 RELCO PETROLEUM CORPORATION

By: _____

OVERRIDING ROYALTY INTEREST OWNERS:

_____, 1983 _____
D. D. BOLLMAN

January 20, 1984 H. L. Baker
H. L. BAKER

_____, 1983 _____
PAUL R. MORRIS

_____, 1983 _____
GIRARD E. MORGAN

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by D. D. BOLLMAN, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF Colorado §
§ ss.:
COUNTY OF Denver §

THE FOREGOING instrument was acknowledged before me by H. L. BAKER, this 20th day of January, 1984.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLO

_____
Notary Public
Box 17526 TA
Denver, Co. 80217

My Commission Expires:

7-7-84

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by PAUL R. MORRIS, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

[redacted] [redacted] [redacted]

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

REC[redacted]ED

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

WORKING INTEREST OWNERS

January 13, 1984 DIAMOND SHAMROCK EXPLORATION COMPANY

Power of Attorney filed under Serial No. W-56800 and such authority is still in force and effect.

By: William B. Nance
Attorney-in-Fact
William B. Nance

_____, 1983 NARECO CORPORATION

By: _____

_____, 1983 RELCO PETROLEUM CORPORATION

By: _____

OVERRIDING ROYALTY INTEREST OWNERS:

_____, 1983 _____
D. D. BOLLMAN

_____, 1983 _____
H. L. BAKER

January 23, 1984 _____
PAUL R. MORRIS

_____, 1983 _____
GIRARD E. MORGAN

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

783

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

MAY 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by D. D. BOLLMAN, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by H. L. BAKER, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF COLORADO §
§ ss.:
COUNTY OF DENVER §

THE FOREGOING instrument was acknowledged before me by PAUL R. MORRIS, this 23rd day of JANUARY, 1984.

WITNESS my hand and official seal.

Paula Christine Leumont
Notary Public

My Commission Expires:

DECEMBER 14, 1987

[redacted] [redacted] [redacted]

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

WORKING INTEREST OWNERS

January 13, 1984 DIAMOND SHAMROCK EXPLORATION COMPANY

Power of Attorney filed under Serial No. W-56800 and such authority is still in force and effect.

By: _____
Attorney-in-Fact
William B. Nance

_____, 1983 NARECO CORPORATION

By: _____

_____, 1983 BELCO PETROLEUM CORPORATION

By: _____

OVERRIDING ROYALTY INTEREST OWNERS:

_____, 1983 _____
D. D. BOLLMAN

_____, 1983 _____
H. L. BAKER

_____, 1983 _____
PAUL R. MORRIS

_____, 1983 _____
GIRARD E. MORGAN

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF Colorado §
§ ss.:
COUNTY OF Denver §

THE FOREGOING instrument was acknowledged before me by GERARD E. MORGAN, this 21st day of January, ~~1983~~. 1984.

WITNESS my hand and official seal.

Elaine Sutton
Notary Public

My Commission Expires:

8-21-87

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by JOAN M. CARLSON, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by WILLIAM H. MALTBIE, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

January 21, 1987 Joan M. Morgan
JOAN M. CARLSON MORGAN
(Please see attached)

, 1983 _____
WILLIAM H. MALTBIE

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

, 1983 _____
MARJORIE MALTBIE

, 1983 OMNIMAX OIL AND GAS, INC.

By: _____

, 1983 _____
EDWARD J. ACKMAN

, 1983 _____
MARK W. STILLINGS

, 1983 JUSTHEIM PETROLEUM COMPANY

By: _____

, 1983 _____
CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

787

RECEIVED
MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by GIRARD E. MORGAN, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF COLORADO §
§ ss.:
COUNTY OF DENVER §

THE FOREGOING instrument was acknowledged before me by JOAN M. ~~CARLSON~~ MORGAN, this 21st day of January, ~~1983.~~ 1984

WITNESS my hand and official seal.

Elaine Sutton
Notary Public

My Commission Expires:

8-29-87

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by WILLIAM H. MALTBIE, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

[redacted] [redacted] [redacted]

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

_____, 1983 JOAN M. CARLSON

January 19, , 1984 William H. Maltbie
WILLIAM H. MALTBIE

_____, 1983 MARJORIE MALTBIE

_____, 1983 OMNIMAX OIL AND GAS, INC.

By: _____

_____, 1983 EDWARD J. ACKMAN

_____, 1983 MARK W. STILLINGS

_____, 1983 JUSTHEIM PETROLEUM COMPANY

By: _____

_____, 1983 CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAY
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by GIRARD E. MORGAN, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by JOAN M. CARLSON, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF Kansas §
§ ss.:
COUNTY OF Sedgwick §

THE FOREGOING instrument was acknowledged before me by WILLIAM H. MALTBIE, this 20th day of January, 1984.

WITNESS my hand and official seal.

Francis E. Barham
Notary Public

My Commission Expires:

April 20, 1987

NOTARIAL SEAL
FRANCIS E. BARHAM
Sedgwick County, Ks.

MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

_____, 1983 JOAN M. CARLSON

_____, 1983 WILLIAM H. MALTBIE

January 17, 1984 Marjorie Maltbie
MARJORIE MALTBIE

_____, 1983 OMNIMAX OIL AND GAS, INC.

By: _____

_____, 1983 EDWARD J. ACKMAN

_____, 1983 MARK W. STILLINGS

_____, 1983 JUSTHEIM PETROLEUM COMPANY

By: _____

_____, 1983 CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS WYOMING

STATE OF Kansas §
§ ss.:
COUNTY OF Sedgwick §

THE FOREGOING instrument was acknowledged before me by MARJORIE MALTBIE, this 30th day of January, 1984.

WITNESS my hand and official seal.

Frances E. Barham
Notary Public

My Commission Fxpires:

April 20, 1987

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, _____ President of OMNIMAX OIL AND GAS, INC., this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by EDWARD J. ACKMAN, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

RECEIVED

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

_____, 1983 JOAN M. CARLSON

_____, 1983 WILLIAM H. MALTBIE

_____, 1983 MARJORIE MALTBIE

January 20, 1984 OMNIMAX OIL AND GAS, INC.

By: Harvey L. Baker
President- Harvey L. Baker

_____, 1983 EDWARD J. ACKMAN

_____, 1983 MARK W. STILLINGS

_____, 1983 JUSTHEIM PETROLEUM COMPANY

By: _____

_____, 1983 CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY - 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by MARJORIE MALTBIE, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Fxpires:

_____

STATE OF Colorado §
§ ss.:
CITY AND COUNTY OF Denver §

THE FOREGOING instrument was acknowledged before me by Harvey L. Baker, _____ President of OMNIMAX OIL AND GAS, INC., this 20 day of January, ___, 1984.

WITNESS my hand and official seal.

Joseph B. Morris
Notary Public
621 17th Street, Suite 1024
Denver, Colorado 80202

My Commission Expires:

2-10-86

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by EDWARD J. ACKMAN, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

RECEIVED

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED

MAY 9 1984

BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

_____, 1983
JOAN M. CARLSON

_____, 1983
WILLIAM H. HALTBIE

_____, 1983
MARJORIE HALTBIE

_____, 1983 OMNIMAX OIL AND GAS, INC.

By: _____

_____, 1983
EDWARD J. ACKMAN

_____, 1983
MARK W. STILLINGS

_____, 1983 JUSTHEIM PETROLEUM COMPANY

By: _____

_____, 1983
CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYO

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by MARJORIE MALTBIE, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, _____ President of OMNIMAX OIL AND GAS, INC., this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF Florida §
§ ss.:
COUNTY OF Dade §

THE FOREGOING instrument was acknowledged before me by EDWARD J. ACKMAN, this 24 day of January, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:
12/15/85

[redacted]

[redacted]

[redacted]

MAY - 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

_____, 1983 JOAN M. CARLSON

_____, 1983 WILLIAM H. MALTBIE

_____, 1983 MARJORIE MALTBIE

_____, 1983 OMNIMAX OIL AND GAS, INC.

By: _____

_____, 1983 EDWARD J. ACKMAN

1 - 19 -, 1983 MARK W. STILLINGS

_____, 1983 JUSTHEIM PETROLEUM COMPANY

By: _____

_____, 1983 CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

[redacted]

RECEIVED
MAY 7 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF Kansas §
§
COUNTY OF Shawnee §

THE FOREGOING instrument was acknowledged before me by MARK W. STILLINGS, this 19 day of January, 1984.

WITNESS my hand and official seal.

Cynthia J. Bennett
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by _____, _____ President of JUSTHEIM PETROLEUM COMPANY, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by CHARLES GETZLER, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

[redacted] [redacted] [redacted]

MAY 7 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED

MAR 2 1984

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

_____, 1983 JOAN M. CARLSON

_____, 1983 WILLIAM H. HALTBIE

_____, 1983 MARJORIE HALTBIE

_____, 1983 OMNIMAX OIL AND GAS, INC.

By: _____

_____, 1983 EDWARD J. ACKMAN

_____, 1983 MARK W. STILLINGS

January 24, 1983 JUSTHEIM PETROLEUM COMPANY

SEAL

By: P A Ehrts
President

_____, 1983 CHARLES GETZLER

Signature Page to that certain Communitization Agreement dated October 1, 1983, embracing SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

RECEIVED
MAY 17 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

RECEIVED
MAR 2 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

STATE OF _____ §
§
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by MARK W. STILLINGS, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

STATE OF UTAH §
§ ss.:
COUNTY OF SALT LAKE §

THE FOREGOING instrument was acknowledged before me by RAYMOND A. EBERT, _____ President of JUSTHEIM PETROLEUM COMPANY, this 24th day of January, 19~~8~~4.84.

WITNESS my hand and official seal.

Larrie Lemmon
Notary Public

My Commission Expires:

8/18/84

STATE OF _____ §
§ ss.:
COUNTY OF _____ §

THE FOREGOING instrument was acknowledged before me by CHARLES GETZLER, this _____ day of _____, 1983.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

CORRECTIVE ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment Affecting Record Title to Oil and Gas Lease dated August 24, 1983, filed with the Wyoming State Office of the Bureau of Land Management, recorded in Book 72 of Oil and Gas, page 25 with the County Clerk, Sublette County, Wyoming, Guaranty Energy Group 1979 (herein after Assignor) assigned to E.W. Blanch, Sr. Revocable Trust (Blanch Trust) an undivided .82818% interest in and to:

Lessor: U.S.A. (Federal Serial W-68117)
Lease Date: July 1, 1979
Description:
Township 27 North, Range 111 West, 6th P.M.
Section 20: NW/4, NW/4SW/4, S/2SW/4, SE/4
Containing 440.00 acres more or less in Sublette County, Wyoming.
This assignment is made subject to the terms, conditions and provisions of that certain Farmout Agreement dated August 22, 1979 by and between MM&S Partners, et al, as Farmor and L. Clark Kiser, et al, as Farmee and Energetics, Inc. and that certain Farmout Agreement dated October 15, 1979 by and between MM&S Partners, et al, as Farmor and Bernard Rosenberg, et al, as Farmee and Energetics, Inc., and that certain Pooling Agreement dated November 10, 1981 (effective August 7, 1980) by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E½ of Section 20, T27N, R111W, Sublette County, Wyoming; that certain Operating Agreement, dated July 24, 1979 between Energetics, Inc. (operator) and Guaranty Energy Group 1979, et al, (non-operators); and that certain Letter Agreement dated October 8, 1979 between Energetics, Inc. and Guaranty Energy Group 1979.

WHEREAS, no trustee was named in said assignment; and

WHEREAS, it is the desire of Assignor to correct said assignment;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GUARANTY ENERGY GROUP 1979 does hereby give, grant, assign, convey and transfer unto E.W. BLANCH, SR., TRUSTEE, E.W. BLANCH, SR. REVOCABLE TRUST, an undivided .82818% interest in and to the aforementioned lease, Federal Serial W-68117.

It is the intent of the undersigned to have this assignment correct, supercede and be in lieu of that certain assignment dated August 24, 1983, recorded in Book 72 of Oil and Gas, page 25 as herein above described, insofar and only insofar as this assignment names the Trustee for the E.W. Blanch, Sr. Revocable Trust.

Executed this 6th day of February, 1985 but made effective as of August 24, 1983.

ATTEST:

John B. Van Heuvelen
Assistant Secretary

GUARANTY ENERGY GROUP 1979

Don G. Knudsen
Treasurer for General Hydrocarbons, Inc.,
Managing General Partner of GEG-79

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 6th day of February, 1985, before me, a Notary Public, personally appeared DON G. KNUDSEN, to me personally known, who being by me duly sworn, did acknowledge before me under oath that he is the Treasurer of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general manager.

Notary Public

4-10-87
My commission expires

205360

RECORDED February 13 1985 2:20 P M
IN BOOK 73 Oil & Gas PAGE 801
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

801 Dorothy McClure

CORRECTIVE ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment Affecting Record Title to Oil and Gas Lease dated August 4, 1983, filed with the Wyoming State Office of the Bureau of Land Management August 22, 1983, recorded in Book 72 of Oil and Gas, Page 16 with the County Clerk, Sublette County, Wyoming, Guaranty Energy Group 1979 (herein after Assignor) assigned to E.W. Blanch, Sr. Revocable Trust (Blanch Trust) and undivided .82818% interest in and to:

Lessor: U.S.A. (Federal Serial W-59776)
Lease Date: September 1, 1977
Description: Township 27 North, Range 111 West, 6th P.M.
Section 20: NE/4SW/4
Containing 40.0 acres more or less situated in Sublette County, Wyoming. This assignment is made subject to the terms, conditions and provisions of that certain Farmout Agreement dated October 15, 1979 by and between Energetics Capital Limited Partnership, et al, as Farmor and Bernard M. Rosenburg, et al, as Farmee and Energetics, Inc.; that certain Operating Agreement, dated July 24, 1979 between Energetics, Inc. (operator) and Guaranty Energy Group 1979, et al. (non-operators); and that certain Letter Agreement dated October 8, 1979 between Energetics, Inc. and Guaranty Energy Group 1979.

WHEREAS, no trustee was named in said assignment; and

WHEREAS, it is the desire of Assignor to correct said assignment;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GUARANTY ENERGY GROUP 1979 does hereby give, grant, assign, convey and transfer unto E.W. BLANCH, SR., TRUSTEE, E.W. BLANCH, SR. REVOCABLE TRUST, an undivided .82818% interest in and to the aforementioned lease, Federal Serial W-59776.

It is the intent of the undersigned to have this assignment correct, supercede and be in lieu of that certain assignment dated August 4, 1983, recorded in Book 72 of Oil and Gas, page 16 as herein above described, insofar and only insofar as this assignment names the Trustee for the E.W. Blanch, Sr. Revocable Trust.

Executed this 6th day of February, 1985 but made effective as of August 4, 1983.

ATTEST:

John B. Van Heuvelen
Assistant Secretary

GUARANTY ENERGY GROUP 1979

Don G. Knudsen
Treasurer/Controller for General Hydrocarbons, Inc., Managing General Partner for GEG-79

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 6th day of February, 1985, before me, a Notary Public, personally appeared DON G. KNUDSEN, to me personally known, who being by me duly sworn, did acknowledge before me under oath that he is the Treasurer of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Notary Public
NOTARY PUBLIC

My commission expires 4-10-87

RECORDED February 13 1985 2:00 P M
IN BOOK 73 Misc PAGE 802
FEES $4.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

205361

CORRECTIVE ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated August 4, 1983, filed with the Wyoming State Office of the Bureau of Land Management August 22, 1983, recorded in Book 72 of Oil and Gas, Page 844 with the County Clerk, Sublette County, Wyoming, Guaranty Energy Group 1979 (herein after Assignor) assigned to E.W. Blanch, Sr. Revocable Trust (Blanch Trust) an undivided .62114% interest in and to:

Lessor: U.S.A. (Federal Serial W-62117)
Lease Date: February 1, 1976
Description:
Township 27 North, Range 111 West, 6th P.M.
Section 28: NW/4, N/2SW/4, SE/4SW/4
Containing 280.00 acres more or less in Sublette County, Wyoming.
Limited in depth from the surface of the ground to a depth of 10,306 feet. This assignment is made subject to all terms, conditions and provisions of that certain agreement by and between William H. Martin, R. Ken Williams, Edward H. Judson, W.D. Anderson and Sons and Energetics, Inc., dated February 25, 1980; and that Operating Agreement dated June 1, 1980 between Energetics, Inc. (operator) and Guaranty Energy Group 1979, et al (non-operators).

WHEREAS, no trustee was named in said assignment; and

WHEREAS, it is the desire of Assignor to correct said assignment;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GUARANTY ENERGY GROUP 1979 does hereby give, grant, assign, convey and transfer unto E.W. BLANCH, SR., TRUSTEE, E.W. BLANCH, SR. REVOCABLE TRUST, an undivided .62114% interest in and to the aforementioned lease, Federal Serial W-62117.

It is the intent of the undersigned to have this assignment correct, supercede and be in lieu of that certain assignment dated August 4, 1983, recorded in Book 72 of Oil and Gas, page 844 as herein above described, insofar and only insofar as this assignment names the Trustee for the E.W. Blanch, Sr. Revocable Trust.

Executed this 6th day of February, 1985 but made effective as of August 4, 1983.

ATTEST:

John B. Van Heuvelen
Assistant Secretary

GUARANTY ENERGY GROUP 1979

Don G. Knudsen
Treasurer for General Hydrocarbons, Inc.,
Managing General Partner of GEG-79

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 6th day of February, 1985, before me, a Notary Public, personally appeard DON G. KNUDSEN, to me personally known, who being by me duly sworn, did acknowledge before me under oath that he is the Treasurer of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Connee Koehn
NOTARY PUBLIC

4-10-87
My commission expires

205362

RECORDED February 13 1985 2:00 P M
IN BOOK 73 Misc PAGE 803
FILES $4.00 Lavina Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

803 Dorothy McClure

CORRECTIVE ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated August 4, 1983, filed with the Wyoming State Office of the Bureau of Land Management August 22, 1983, recorded in Book 72 of Oil and Gas, page 853 with the County Clerk, Sublette County, Wyoming, Guaranty Energy Group 1979 (herein after Assignor) assigned to E.W. Blanch, Sr. Revocable Trust (Blanch Trust) an undivided .62114% interest in and to:

Lessor: U.S.A. (Federal Serial W-68454)
Lease Date: September 1, 1979
Description:
Township 27 North, Range 111 West, 6th P.M.
Section 28: $SW\frac{1}{4}SW\frac{1}{4}$
Containing 40.00 acres, more or less, in Sublette County, Wyoming. Limited in depth from the surface of the ground down to a depth of 10,306 feet. This agreement is made subject to all terms, conditions and provisions of that certain agreement between William H. Martin, R. Ken Williams, Edward H. Judson, W.D. Anderson & Sons and Energetics, Inc. dated February 25, 1980; and that Operating Agreement dated June 1, 1980 between Energetics, Inc. (operator) and Guaranty Energy Group 1979, et al. (non-operators).

WHEREAS, no trustee was named in said assignment; and

WHEREAS, it is the desire of Assignor to correct said assignment;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GUARANTY ENERGY GROUP 1979 does hereby give, grant, assign, convey and transfer unto E.W. BLANCH, SR., TRUSTEE, E.W. BLANCH, SR. REVOCABLE TRUST, an undivided .62114% interest in and to the aforementioned lease, Federal Serial W-68454.

It is the intent of the undersigned to have this assignment correct, supercede and be in lieu of that certain assignment dated August 4, 1983, recorded in Book 72 of Oil and Gas, page 853 as herein above described, insofar and only insofar as this assignment names the Trustee for the E.W. Blanch, Sr. Revocable Trust.

Executed this 6th day of February, 1985 but made effective as of August 4, 1983.

ATTEST:

John B. Van Heuvelen
Assistant Secretary

GUARANTY ENERGY GROUP 1979

Don G. Knudsen
Treasurer for General Hydrocarbons, Inc.,
Managing General Partner of GEG-79

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 6th day of February, 1985, before me, a Notary Public, personally appeared DON G. KNUDSEN, to me personally known, who being by me duly sworn, did acknowledge before me under oath that he is the Treasurer of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

Lorraine Koehn
NOTARY PUBLIC

4-10-87
My commission expires

205363

RECORDED February 13, 1985 2:00 P.M.
13 Oil & Gas 804
FEE $4.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Eliason

CORRECTIVE ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated August 4, 1983, filed with the Wyoming State Office of the Bureau of Land Management August 22, 1983, recorded in Book 72 of Oil and Gas, Page 753 with the County Clerk, Sublette County, Wyoming, Guaranty Energy Group 1979 (herein after Assignor) assigned to E.W. Blanch, Sr. Revocable Trust (Blanch Trust) an undivided 1.24228% interest in and to:

Lessor: U.S.A. (Federal Serial W-63490)
Lease Date: June 1, 1978
Description: Township 27 North, Range 111 West, 6th P.M.
Section 32: Lot 2, NW/4, N/2SW/4
Containing 269.65 acres more or less situated in Sublette County, Wyoming. Limited in depth from the surface to a depth of 9,786 feet below the surface. This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 9, 1979 by and between Superior Oil Company as Farmor and Energetics, Inc as Farmee; that certain Operating Agreement dated July 24, 1979 between Energetics, Inc. (operator) and Guaranty Energy Group 1979, et al (non-operators); that certain Letter Agreement, dated October 8, 1979 between Energetics, Inc. and Guaranty Energy Group 1979.

WHEREAS, no trustee was named in said assignment; and

WHEREAS, it is the desire of Assignor to correct said assignment;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, GUARANTY ENERGY GROUP 1979 does hereby give, grant, assign, convey and transfer unto E.W. BLANCH, SR., TRUSTEE, E.W. BLANCH, SR. REVOCABLE TRUST, an undivided 1.24228% interest in and to the aforementioned lease, Federal Serial W-63490.

It is the intent of the undersigned to have this assignment correct, supercede and be in lieu of that certain assignment dated August 4, 1983, recorded in Book 72 of Oil and Gas, page 753 as herein above described, insofar and only insofar as this assigument names the Trustee for the E.W. Blanch, Sr. Revocable Trust.

Executed this 6th day of February, 1985 but made effective as of August 4, 1983.

ATTEST:

John B. Van Heuvlen
Assistant Secretary

GUARANTY ENERGY GROUP 1979

Don G. Knudsen
Treasurer/Controller for General Hydrocarbons, Inc., Managing General Partner of GEG-79

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

On this 6th day of February, 1985, before me, a Notary Public, personally appeared Don G. Knudsen, to me personally known, who being by me duly sworn, did acknowledge before me under oath that he is the Treasurer of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, that he executed said instrument on behalf of said corporation by the authority of its Board of Directors, and that said instrument is the free act and deed of said corporation as said general partner.

NOTARIAL SEAL

Connie Koehn
NOTARY PUBLIC

4-10-87
My commission expires

205364

RECORDED February 13 1985 2:00 PM
IN BOOK 73 Oil & Gas PAGE 805
FEES $ 4.00 Lois Yale COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
805 Dorothy Wilson

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 8th day of FEBRUARY, A.D., 1985 by and between GEORGE C. REEVES & AMELIA A. REEVES, his wife hereinafter called Assignor and WOLD OIL & GAS COMPANY of 139 W. 2nd, Suite 200, Casper, Wyoming 82601, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to them in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, their heirs, personal representatives and assigns, an overriding royalty interest equal to ¼ of 1% of 8/8ths percent (.25 %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and GEORGE C. REEVES, as lessee, under date of June 1, 1967, bearing Wyoming Serial No. 51103, on the following described lands situated in SUBLETTE County, State of WYOMING, to-wit:

Township 28 North, Range 114 West, 6th P.M.

Section 17: Lots 1,2,3,5,6,7,8,9,10,11,12, 13,14,15,16,17,18,19,20:

Assignors do hereby warrant that they are owner of the above described overriding royalty interest to all depths on said lands.

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, their heirs, personal representatives and assigns, forever.

WITNESS Our hand and seal this 8th day of FEBRUARY, 1985.

George C. Reeves
George C. Reeves

Amelia A. Reeves
Amelia A. Reeves

STATE OF COLORADO }
COUNTY OF Arapahoe } SS.

On this 8th day of February, A.D., 1985, before me personally appeared George C. Reeves and Amelia A. Reeves to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

May 14, 1987

Notary Public
4301 S. Broadway
Englewood, CO 80110

NOTARY PUBLIC STATE OF COLO

205365

RECORDED February 13 1985 2:00 PM
IN BOOK 73 Misc PAGE 806
FEES $ 4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WY. 3100-107 (Mar. 1982)

[redacted] DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF L[redacted]ANAGEMENT
WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 8th day of FEBRUARY, A.D. 19 85 by and between GEORGE C. REEVES & AMELIA A. REEVES, his wife, hereinafter called Assignor and WOLD OIL & GAS COMPANY of 139 W. 2nd, Suite 200, Casper, Wyoming 82601, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable considerations, to them in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, their heirs, personal representatives and assigns, an overriding royalty interest equal to ¼ of 1% of 8/8ths percent (.25 %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and George C. Reeves, as lessee, under date of November 1, 1965, bearing Wyoming Serial No. 0320213 on the following described lands situated in SUBLETTE County, State of WYOMING, to-wit:

Township 28 North, Range 114 West, 6th P.M.

Section 20: All (lots 1 through 20 inclusive):
Section 29: Lots 3,4,5,6,7,8,13,14,15:

Assignors do hereby warrant that they are the owner of the above described overriding royalty interest to all depths on said lands.

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, their heirs, personal representatives and assigns, forever.

WITNESS Our hand and seal this 8th day of FEBRUARY, 19 85.

George C. Reeves
George C. Reeves

Amelia A. Reeves
Amelia A. Reeves

STATE OF COLORADO }
COUNTY OF Arapahoe } SS.

On this 8th day of February, A.D., 1985, before me personally appeared George C. Reeves & Amelia A. Reeves to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

May 14, 1987 205366 Debbie Steele
Notary Public
4301 S. Broadway,
Englewood, CO 80110

RECORDED February 13 1985 2:00 PM
IN BOOK 73 Deeds PAGE 807
FEES $4.00 Lacy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M Steele

NOTARIAL SEAL PUBLIC STATE OF COLORADO

3100-107 (Mar. 1982)

48-8908

1180-079

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That Belco Development Corporation, hereinafter referred to as "Assignor," for and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, and convey, subject to the following reservations, exceptions and conditions unto:

Diamond Shamrock Exploration Company - 30%
410 17th Street
Suite 600
Denver, Colorado 80202

True Oil Company - 30%
895 W. River Cross Rd.
P. O. Drawer 2360
Casper, Wyoming 82602

Joan Chorney - 25%
555 17th Street, #1000
Denver, Colorado 80202

Yates Petroleum Corporation - 15%
207 S. Fourth Street
Artesia, New Mexico 88210

hereinafter referred to as "Assignee" its successors and assigns fifty-five percent (55%) of Assignor's right, title and interest, proportioned as stated above, in and to that certain oil and gas lease described as:

Lessor: Yose Cattle Company, a Wyoming Corporation
Lessee: Belco Development Corporation
Lease Date: December 17, 1981
Lease Term: Five (5) Years
Recorded: Book 64, Page 76

INSOFAR AND ONLY INSOFAR as said lease covers:

Township 28 North, Range 112 West
Section 35: NW/4SE/4 including all accretion and/or riparian rights pertaining thereto
Sublette County, Wyoming

and hereinafter referred to as "Subject Lands."

In addition Assignor shall relinquish to Assignee and Assignee shall own and be entitled to receive all of Assignor's working interest in the Yose Cattle Co. #40-35 well, the material and equipment relative thereto and Assignor's share of production therefrom, subject to Assignor's retention of a 6.25% of 8/8ths overriding royalty interest in and to all oil, gas, casinghead gas, condensate and other gaseous or liquid hydrocarbons produced and saved from said well, subject to Assignor's right to convert said overriding royalty to a 45% working interest in said well after payout.

205383

RECORDED February 14 1985 2:00 P M
IN BOOK 73 Ord PAGE 808
FEES $8.25 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This Assignment is subject to the following reservations, exceptions and conditions:

1. This Assignment of the Subject Lands is limited in depth from the surface of the earth to the stratigraphic equivalent of 9,340' as defined in the Yose Cattle Company #40-35 well, located in the NW/4SE/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming (hereinafter referred to as "Test Well").

2. At such time as payout of the Test Well has occurred, Assignor shall have the following rights and options:

   A. Within thirty (30) days after payout, Assignee shall notify Assignor that payout of the Test Well has occurred.

   B. Assignor shall have the option for sixty (60) days after receipt of notice that payout has occurred to convert the overriding royalty interest reserved herein to an undivided forty-five percent (45%) working interest in the Test Well. Assignor shall then own such interest therein and the production therefrom and all casing, pumps, tanks and other leasehold equipment. In the event Assignor's decision is to convert, the effective date of said conversion shall be 7:00 a.m. the day after payout has occurred. In the event Assignor's decision is not to convert, then Assignor shall retain the overriding royalty interest reserved above.

3. In the event the oil and gas lease described herein covers less than the full mineral estate in the lands described, then the interest herein reserved by Assignor shall be in the proportion that the lessor's mineral interest bears to the full mineral estate in the said lands, and in the event Assignor's leasehold working interest is less than the full mineral estate in said lease, then the interest herein reserved shall be in the proportion that Assignor's interest bears to the full leasehold estate in said lands.

4. This assignment is made subject to the terms and conditions of that certain Farmout Agreement, dated January 16, 1984, as amended by and between Belco Development Corporation and Diamond Shamrock Exploration Company.

5. This Assignment is made subject to the terms and conditions of that certain Operating Agreement, dated October 20, 1983, as amended by and between Energetics Inc. as Operator and Belco Development Corporation, et al, as Non Operators.

6. Assignee accepts this assignment of the Subject Lands subject to the terms and conditions, expressed or implied, of the oil and gas lease and the assignment of same unto Assignor.

This assignment is made without warranty, either expressed or implied and is made effective August 25, 1984.

EXECUTED this 21st day of January, 1985, in triplicate originals.

ATTEST:

By: _____
Title: ASSISTANT SECRETARY
J. J. MOORE, JR.

BELCO DEVELOPMENT CORPORATION

By: J. M. Oswald
J. M. Oswald
Executive Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared J. M. Oswald, known to me to be the person whose name is subscribed to the foregoing instrument, as Executive Vice President of Belco Development Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1985.

My Commission Expires:

5-2-88

Judith A. Bell
Notary Public

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

1308L

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Belco Development Corporation, P. O. Box 5610 T.A., Denver, Colorado 80217, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 0-11216B, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 112 West
Section 16: W/2

and containing 320.00 acres more or less, for and in consideration of the sum of Ten and more Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Quest Energy, 175 West, 200 South, Suite 2004 of Salt Lake City, Utah 84101, 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 112 West
Section 16: NW/4

Limited to those depths from the surface of the earth to the stratigraphic equivalent of 3,016 feet as encountered in the drilling of the Bird State #5-16 well and subject to all the terms and conditions of the Farmout with Option Agreement dated January 10, 1984 by and between Belco Development Corporation, as Farmor, and Quest Energy, as Farmee.

and containing 160.00 acres, more or less, reserving, however, unto assignor an overriding royalty interest equal to 6.25% of 8/8ths of all oil, gas and other hydrocarbons produced and saved from the Bird State #5-16 Well.

TO HAVE AND TO HOLD unto the said Quest Energy, 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 5th day of September, 1984.

WITNESS:

205384

RECORDED Feb 14 1985 2:00 P.M.
IN BOOK 73 Oil & Gas PAGE 811
FEES 6.00 Lena York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Devine

(SEAL)

Belco Development Corporation
Assignor-Lessee

By J. M. Oswald
J. M. Oswald, Executive Vice President

Attest:
J. J. Moore, Assistant Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____ } ss.
County of _____

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 Texas } ss.
County of Harris

On this 5th day of September, A. D. 1984, before me personally appeared J. M. Oswald, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Belco Development Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. M. Oswald acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of September, A. D. 1984.

(SEAL)

Judith A. Bell
Notary Public

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovett Agency, Lawyers Surety Corp.

My Commission expires: 5-2-88

Assignment approved by the Board of Land Commissioners: Filed in the lease file:
October 25, 1984

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.)

ls

10M—4-77

In the event Assignee elects to surrender, release, forfeit or allow to terminate for any reason a portion or all of the interest assigned, Assignee shall notify Assignor of such election in writing no less than thirty (30) days prior to the proposed date to exercise such election. Assignor shall have for twenty (20) days after receipt of such notice, the option to reacquire from Assignee by reassignment, all of such interest, together with all of Assignee's interest in all wells, material and equipment attributable to such interest. Said reassignment shall be executed and delivered to Assignor within ten (10) days after Assignee's receipt of Assignor's written notice to reacquire such interest. Assignor shall pay to Assignee, in consideration therefor, the reasonable salvage value of the equipment and material in all wells attributable to such interest, less the estimated cost of salvaging same within thirty (30) days after its receipt from Assignee of a complete inventory of the equipment and material in the wells and on the affected lands; the salvage value, as deemed by Assignee, of the salvageable material in the wells; and the cost, as deemed by Assignee, of salvaging same. Failure of Assignor to timely respond in writing shall constitute an election by Assignor not to reacquire such interest.

1984 SEP 26 AM 10 33
WYO COMM. OF PUBLIC LANDS
& FARM LOANS
'84 OCT 22 AM 10 13
WYO COMM OF PUBLIC LANDS
& FARM LOANS

PRODUCERS 88 ([redacted] 10/41) OIL AN[redacted] LEASE [redacted] 19035-5

THIS AGREEMENT, made and entered into as of the 24th day of October, 1984, by and between Albert E. Feuz ~~and [illegible]~~, a single man, Box 681, Jackson, WY 83001, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P.O. Box 599, Denver, Colorado 80201--------, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and More DOLLARS ($10.00 & more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, railroads and canals; and to construct tanks, pump and power stations, power and communication lines, houses for its employees, and other structures and facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

205385

Township 36 North, Range 114 West, 6th P.M.
Section 9: SW¼SE¼, E½SE¼SW¼
Section 16: NE¼NE¼NW¼, E½SE¼NE¼NW¼, E½NE¼SE¼NW¼, NW¼NE¼NW¼NE¼, W½NW¼NE¼, W½SW¼NE¼, W½E½SW¼NE¼

RECORDED Feb. 14 1985 2:00 P M
IN BOOK 73 Misc PAGE 813
FEES 6.00 Lavon Hale COUNTY CLERK
SUBLETTE COUNTY CLERK by D. Wilson

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 132.5 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ~~[illegible]~~ five (5) years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Jackson State Bank, Jackson Wyoming 83001 Bank at _____ or any successor, herein called "depository bank," the sum of Thirty Three and 13/100---------- DOLLARS ($ 33.13), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to growing crops, buildings, irrigation ditches, feed lots and fences. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

520-38-8530
Social Security or Tax Number

LESSOR SIGN HERE
Albert E. Feuz
Albert E. Feuz

~~Margaret C. Feuz~~
Deceased

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Teton ss.

On this 5th day of November in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Albert E. Feuz ~~and Margaret C. Feuz~~ Deceased
who personally appeared before me and ~~are~~ known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Jan 30, 1988 — Notary Public residing at Jackson, Wy

My Commission Expires Jan. 30, 1988

STATE OF
COUNTY OF ss.

On this _____ day of _____ in the year _____, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____
who personally appeared before me and _____ known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____ Notary Public residing at _____

STATE OF _____ NO. _____
COUNTY OF _____ ss.

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock, _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

County Clerk — Register of Deeds

By _____
Deputy

Return to [redacted]

[redacted] PRODUCERS 88 CW-303 (Rev. [redacted]) OIL AND G[redacted]LEASE [redacted] 10435

THIS AGREEMENT, made and entered into as of the 18th day of October, 1984, by and between James A. Greenwood Jr. and Tharon Lee Mickelson Greenwood, husband and wife, and Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-In-Fact, Big Piney, Wyoming 83113, hereinafter called "Lessor" (whether one or more) and Chevron U.S.A. Inc., P. O. Box 599, Denver, Colorado 80201, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten and more DOLLARS ($10.00&more), in Hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land and on lands in the same area or field, including but not limited to the following rights: to lay pipelines, to build roads, [redacted] and other structures and [redacted] and canals; and to construct tanks, pump and power stations, power and communication lines, [redacted] facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Sublette, State of Wyoming, and is described as follows, to wit:

Township 33 North, Range 113 West, 6th P.M.
Section 28: W½
Section 29: NE¼, S½
Section 30: Lots 3 (38.59 acs), 4 (38.65 acs), E½SW¼, N½SE¼
Section 32: N½N½
Section 33: N½NW¼

205386

RECORDED Feb 14 1985 2:00 PM
IN BOOK 73 Oil & Gas PAGE 815
FEES 8.50 Lorraine Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGinnis

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1,277.24 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of five years from the date hereof, herein called "primary term" and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, [redacted]* of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of [redacted] of the gas so sold or used, provided that on gas sold at the well the royalty shall be [redacted] of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder.

*15%

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in First Wyoming Bank of Big Piney Bank at Big Piney, Wyoming 83113 or any successor, herein called "depository bank," the sum of Nine Hundred Fifty Seven and 24/100 ---------- DOLLARS ($ 957.24), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for damages caused by Lessee's operations to the lands and any improvements thereon, [redacted] growing crops, buildings, irrigation ditches, [redacted]. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee and Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for ~~90~~ *60 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee. SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

536-18-4288
Social Security or Tax Number

LESSOR SIGN HERE

James A. Greenwood Jr.
James A. Greenwood Jr.

Tharon Lee Mickelson Greenwood
Tharon Lee Mickelson Greenwood

Jill Greenwood, Palm, Celeste Greenwood
Mary Elizabeth Greenwood, and James
Avery Greenwood
By: James A. Greenwood Jr.
James A. Greenwood Jr., their Attorney-
In-Fact

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 23rd day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by James A. Greenwood Jr. and Tharon Lee Mickelson Greenwood who personally appeared before me and are known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 2-1-85 Betty J. Rodgood Notary Public residing at Big Piney, Wy

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 23rd day of October in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by James A. Greenwood Jr., Attorney-In-Fact who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 2-1-85 Betty J. Rodgood Notary Public residing at Big Piney, Wy

STATE OF _____ NO. _____
COUNTY OF _____ ss.

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock, _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

_____
County Clerk — Register of Deeds

By _____
Deputy

Return to _____

99043-5

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
James A. Greenwood Jr., Tharon Lee Mickelson *, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE,
DATED THE 18TH DAY OF OCTOBER, 1984

1. This is an Addendum to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by Chevron U.S.A. Inc., Lessee. In the event of conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. No well drilled by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

3. Lessee agrees that the privilege of paying a shut-in royalty, as provided in the attached Lease, to hold this Lease, may not be exercised to extend this Lease beyond the later of Five (5) years after the completion of such shut-in well or Five (5) years after the expiration of the primary term hereof.

4. Lessee shall have the right to use, free of cost, water produced on said land for its operations thereon, except water from wells and reservoirs of Lessor, provided, however, this provision shall not be construed to give Lessee any interest in any water right owned by Lessor or to give Lessee a senior water right to Lessor on said lands.

5. Lessee agrees that no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

6. When requested, Lessee shall fence all sump holes.

7. Upon expiration or sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

8. To the extent that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

* Greenwood, husband and wife, and Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-In-Fact

LESSOR:

James A. Greenwood Jr.

James A. Greenwood Jr.

Tharon Lee Mickelson Greenwood

Tharon Lee Mickelson Greenwood

James A. Greenwood Jr. Attorney in Fact

Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-In-Fact

817

818

Form 3110-1*
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

481-3054
FORM APPROVED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-90648

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (reverse) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 OP. Atty. Gen. 41), or the

Read Instructions Before Completing

1. Name: Sohio Petroleum Company
Street: 1801 California St. Ste. 3500
City, State, Zip Code: Denver, CO 80202

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
1984 DEC 27 PM 1:45
CO

205392

RECORDED February 15 1985 1:15 PM
BOOK Z3 Misc
Fee $10.25 Lavina Yates
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK
by Dorothy M. Lewis

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T 28 N, R 105 W, Sublette County, 6th PM, WY
Sec 1: SW¼
13: W½, SE¼
22: SW¼
24: NE¼
31: Lots 1, 2, E½NW¼
32: NE¼

Total acres in lease 1268.48 ~~1269.00~~

Rental retained $ _____

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____

Chief, Oil and Gas Section (Signing Officer)

(Title)

JAN 8 1985 (Date)

EFFECTIVE DATE OF LEASE FEB 1 1985

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens, a municipality; or a corporation organized under the laws of the United States or any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this fer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers e land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required yments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent tatements or representations as to any matter within its jurisdiction.

uly executed this 21st day of December, 19 84

SOHIO PETROLEUM COMPANY

By: [signature]

(Signature of Lessee or Attorney-in-fact)

T. R. Brown, Agent and Attorney-in-Fact

LEASE TERMS

c. 1. Rentals--Rentals shall be paid to proper office of lessor in advance of each lease year. nual rental rates per acre or fraction thereof are:

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment

f all or part of a noncompetitive leasehold is determined to be within a known geological ucture or a favorable petroleum geological province, annual rental shall become $2.00, ginning with the lease year following notice of such determination. However, a lease that would herwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which ludes a well capable of producing leased resources, and the plan contains a provision for ocation of production, royalties shall be paid on the production allocated to this lease owever, annual rentals shall continue to be due at the rate specified in (a), (b), (c), or (d) r those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next ficial working day if office is closed) shall automatically terminate this lease by operation of w. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing lessee.

ec. 2. Royalties--Royalties shall be paid to proper office of lessor. Royalties shall be com- uted in accordance with regulations on production removed or sold. Royalty rates are:

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the ght to establish reasonable minimum values on products after giving lessee notice and an pportunity to be heard. When paid in value, royalties shall be due and payable on the last day the month following the month in which production occurred. When paid in kind, production hall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the remises where produced without cost to lessor. Lessee shall not be required to hold such pro- uction in storage beyond the last day of the month following the month in which production ccurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in which royalty payments ggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This inimum royalty may be waived, suspended, or reduced, and the above royalty rates may be educed, for all or portions of this lease if the Secretary determines that such action is necessary encourage the greatest ultimate recovery of the leased resources, or is otherwise justified. An interest charge shall be assessed on late royalty payments or underpayments in accordance ith the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). ssee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when ch loss or waste is due to negligence on the part of the operator, or due to the failure to comply ith any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

ec. 3. Bonds.--Lessee shall file and maintain any bond required under regulations.

ec. 4. Diligence, rate of development, unitization, and drainage. Lessee shall exercise asonable diligence in developing and producing, and shall prevent unnecessary damage to, ss of, or waste of leased resources. Lessor reserves right to specify rates of development and oduction in the public interest and to require lessee to subscribe to a cooperative or unit plan, ithin 30 days of notice, if deemed necessary for proper development and operation of area eld, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to rotect leased lands from drainage or pay compensatory royalty for drainage in amount etermined by lessor.

ec. 5. Documents, evidence, and inspection.--Lessee shall file with proper office of lessor, ot later than 30 days after effective date thereof, any contract or evidence of other arrangement r sale or disposal of production. At such times and in such form as lessor may prescribe, lessee hall furnish detailed statements showing amounts and quality of all products removed and sold, roceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may e required to provide plats and schematic diagrams showing development work and im- rovements, and reports with respect to parties in interest, expenditures, and depreciation costs. n the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information n well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized fficer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, nd all books, accounts, maps, and records relative to operations, surveys, or investigations n or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, ac- ounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations.--Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations.--To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium.--Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 9. Damages to property.--Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity.--Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease.--As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises.--At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default.--If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of lessee resources, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 14. Heirs and successors in interest.--Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

No occupancy or other surface disturbance will be allowed within 500 feet of stock reservoirs. This distance may be modified when specifically approved in writing by the District Manager, Bureau of Land Management.

No occupancy or other surface disturbance will be allowed on slopes in excess of 20 percent without written permission from the District Manager, Bureau of Land Management.

In order to protect wildlife, big game winter range habitat exploration, drilling, and other development activity will be allowed only during the period from 4/1 to 12/15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

In order to protect wildlife, sage grouse habitat exploration, drilling, and other development activity will be allowed only during the period from 5/15 to 3/1. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

In order to minimize watershed damage during muddy and/or wet periods the District Manager, Bureau of Land Management, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Manager, Bureau of Land Management.

No occupancy or other surface disturbance will be allowed within a 1,320 foot radius of the center of a sage grouse strutting ground (lek). No exceptions to this will be granted. In order to protect the nesting area around the strutting ground, exploration, drilling, and other development activity will be allowed within a 1 3/4-mile distance from the ¼-mile lek protection zone only during the period May 15 to March 1. Exceptions to the monthly limitations in any year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

SOHIO PETROLEUM COMPANY

By: T. B. Brown, Agent and Attorney-in-Fact

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the District Manager, Bureau of Land Management. Drilling will be permitted only in the event that it is established to the satisfaction of the Manager that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the District Manager, Bureau of Land Management, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the District Manager, Bureau of Land Management, that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well will be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on leases within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the District Manager, Bureau of Land Management, may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

SOHIO PETROLEUM COMPANY

December 21, 1984
Date

By: T R Brown
Signature
T. R. Brown, Agent and Attorney-in-Fact

WY 3100-9 (Jan 1983)

OIL AND GAS FORM NO. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-90686

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That EMC ENERGIES, INC.
Ste.810-40, 123 W.1st.
Casper, WY 82601
, 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
EARP'85	Ste.810-40, 123 W.1st. Casper, WY 82601	1%

205418

RECORDED February 19 1985 2:00 P M
IN BOOK 73 Or L PAGE 822
FEES $4.00 Lois J Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

Being in all a total of an undivided One percent of eight-eighths
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T29N-R109W, 6th P.M.
Sec.6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
8: ALL
18: Lots 1,2,3,4, E½, E½W½

of Section Township Range containing 1965.35 acres more or less,
WITNESS our hands this 14th day of February, 19 85

Witnesses:

ATTEST: EMC ENERGIES, INC.

Thomas A. Galles, President

State of WYOMING } ss
County of NATRONA }

The foregoing instrument was acknowledged before me by Thomas A. Galles, President of EMC ENERGIES, INC.
this 14th day of February, 19 85.

Witness my hand and official seal.

John B Hall Notary Public

My Commission Expires: 2/1/87

[redacted]

John B Hall Notary Public
County of Natrona State of [redacted]
My Commission Expires [redacted]

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 are hereby acknowledged, the undersigned do hereby give, grant, assign, transfer and convey all of their right, title and interest in and to the properties described in Exhibit "A" attached hereto and made a part hereof, unto JACK R. ANDREWS and SHIRLEY J. ANDREWS, as Trustees under Declaration of Trust dated July 31, 1981.

This conveyance is made and accepted without covenants of warranty whatsoever.

EXECUTED this 24th day of October, 1984.

Jack R. Andrews

Jack R. Andrews

Shirley J. Andrews

Shirley J Andrews

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On the 24th day of October, 1984, before me personally appeared JACK R. ANDREWS and SHIRLEY J. ANDREWS, the signors of the above instrument, who duly acknowledged to me that they executed the same.

Alice P Leonard

Notary Public

My commission expires:

OFFICIAL SEAL
ALICE P LEONARD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires DEC 26, 1986

205419

RECORDED February 19 1985 2:00 PM
IN BOOK 73 Misc PAGE 823
FEES $ 6.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deluce

EXHIBIT "A"

1. An undivided 1/4 of 1% Overriding Royalty under Federal Oil and Gas Lease W-0266346-A covering the following described lands situated in the County of Sublette, State of Wyoming, to wit:

Township 28 North, Range 115 West

Section 9: E½E½

Section 10: SW¼

Containing 320 acres, more or less.

The above Overriding royalty being a portion of the Overriding royalty reserved in that certain assignment from Shirley J. Andrews to Humble Oil Company dated November, 1966 .

2. An undivided 1/4 of 1% Overriding Royalty under Federal Oil and Gas Lease W-0289523 covering the following described lands situated in the County of Sublette, State of Wyoming, to wit:

Township 28 North, Range 115 West

Section 2: ALL

Section 3: ALL

Section 10: N½

Section 11: N½

Containing 1543.81 acres, more or less.

The above Overriding royalty being a portion of the Overriding royalty reserved in that certain assignment from J.R. Andrews to Humble Oil Company dated November, 1966 .

205420

RECORDED February 19 1985 2:00 P M
IN BOOK 73 Or D PAGE 825
FEES $13.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stuard

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SOLLY ROBINS, V. KATHLEEN ROBINS, HARDING A. OR'REN, BERNARD ROSENBERG, ELLIOT S. KAPLAN, DALE I. LARSON, and LAWRENCE ZELLE, 33 South Fifth Street, Minneapolis, Minnesota 55402 (hereinafter collectively referred to as "ASSIGNOR") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt ard sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto MICHAEL I. ROSEN & ASSOCIATES, INC., 530 Parkdale Plaza, 1660 South Highway 100, Minneapolis, Minnesota 55416 (hereinafter referred to as "ASSIGNEE") an overriding royalty interest free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in an amount equal to 1% of E/8ths of all revenue payable to Assignor from the production of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the oil and gas leases described in Exhibit "A", attached hereto and by this reference made a part hereof, insofar as said leases cover those lands situated in

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, its heirs, devisees, personal representatives, successors and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. This Assignment of Overriding Royalty is expressly made subject to all the terms and conditions of that certain Royalty Agreement dated September 1, 1979 between Assignor and Assignee.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize or otherwise combine all or any portion of said leases and the overriding royalty interest herein conveyed, with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization or other arrangement, Assignees' 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.

IN WITNESS WHEREOF, this Assignment, although executed in multiple Counterpart Originals, and if executed by less than all "Assignors", is still in full force and effect as to those Assignors executing this Agreement, is executed this 28th day of January 1985, but effective as of the date of first production of the Federal #40-17 Well.

SOLLY ROBINS

V. KATHLEEN ROBINS

HARDING A. ORREN

BERNARD ROSENBERG

ELLIOT S. KAPLAN

DALE W. LARSON

LAWRENCE ZELLE

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by Solly Robins this 31st day of January, 1985.

Witness my hand and official seal.

My commission expires:

Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me by V. Kathleen Robins this 31st day of January, 1985.

Witness my hand and official seal.

My commission expires:

Ellen M. Hanson
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Harding A. Orren this 4th day of February, 1985.

Witness my hand and official seal.

My commission expires:

Diane Ladden
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Bernard Rosenberg this 28th day of January, 1985

Witness my hand and official seal.

My commission expires:

6/24/86

Ann B. Conroy
NOTARY PUBLIC

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Elliot S. Kaplan this 5th day of February, 1985.

Witness my hand and official seal.

My commission expires:

3/5/86

Jeanne L. Messer
NOTARY PUBLIC

JEANNE L. MESSER
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Mar. 25, 1986

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Dale I. Larson this 11th day of February, 1985

Witness my hand and official seal.

My commission expires:

12/7/90

Mary Anne Lamere
NOTARY PUBLIC

MARY ANNE LAMERE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Dec. 7, 1990

STATE OF MINNESOTA)
) ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me by Lawrence Zelle this 6th day of February, 1985.

Witness my hand and official seal.

My commission expires:

BARBARA F GARVEY
NOTARY PUBLIC MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 6, 1990

Barbara F. Garvey
NOTARY PUBLIC

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated this ____ day of _____, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12740	USA-W-54137	Melvin Meester	4-1-76	Township 27 North, Range 111 West, 6th P.M. Section 17: SE/4 Containing 160 acres, more or less Limited in the depth from the surface of the earth to the stratigraphic equivalent of the depth drilled in the Federal #40-20 Well located in the SE/4SE/4 of Section 20, T27N-R111W, Sublette County, Wyoming	64 O&G	328

329

830

94033-S.

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-82329

Lease, effective date
February 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

CHEVRON U.S.A. INC.

Address (include zip code)
P.O. Box 599
DENVER, CO. 80201

The undersigned, as owner of 100% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 32 North, Range 112 West, 6th P.M.
Section 7: Lot 6, SE¼SW¼, NE¼SE¼
Section 8: S½NW¼, E½SW¼, NW¼SW¼
Section 17: NW¼NW¼
Section 18: Lots 1, 2, 3, 4, E½, E½W½
Section 19: E½W½
Section 30: E½, E½W½
Section 31: E½W½
(containing 1,707.72 acres, more or less)

Sublette County, Wyoming

Assignment approved as to lands described below

205421

RECORDED February 19 1985 2:00 PM
IN BOOK 73 Orig PAGE 830
FEES $8.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

204778

RECORDED Jan 2, 1985 4:30 PM
IN BOOK 73 Orig PAGE 497
FEES $8.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	0%
5. Specify overriding royalty being reserved by assignor	5%
6. Specify overriding royalty previously reserved or conveyed, if any	0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

I CERTIFY That the 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 NOVEMBER, 19 84

Frank C. Nilsen (Assignor's Signature)

P.O. Box 667
(Assignor's Address)

Mountain View, CA 94042
(City) (State) (Zip Code)

OFFICIAL SEAL
KATHRYN ANNETTE DPP
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY

Title 18 U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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] NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of the [redacted] form in accord-

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

SIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this signment are:

tizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; any State or Territory thereof; or municipalities.

f the age of majority in the State where the lands to be assigned are located.

compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

SSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, e will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, ncluding, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms nd conditions of the lease and the applicable regulations.

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

cuted this 7th day of November, 1984

evron U.S.A. Inc.

R. M. Wood

(Assignee's Signature)

sistant Secretary

P.O. Box 599
(Assignee's Address)

Denver, CO 80201
(City) (State) (Zip Code)

tle 18 U.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.

STATE OF CA)
)SS.
COUNTY OF Santa Clara)

The foregoing instrument was acknowledged before me by Frank C. Nilsen this 3rd day of Nov., 1984.

Witness my hand and official seal.

Kathryn Anne McCann
Notary Public

My commission expires: 7-20-85

Residing at: 2600 El Camino Real West
Mt View, CA 94040

OFFICIAL SEAL
KATHRYN ANNE McCANN
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires July 20, 1985

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 Pape work 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 le... e is obligated to report this information under provisions of 43 CFR 3106.

94035-2

RIDER

to that certain Assignment of USA Lease No. W-82329
dated 11-3-84 from Frank C. Nilsen
("Assignor") to Chevron U.S.A. Inc. ("Assignee")

Assignee may surrender said lease(s) to the Lessor therein as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said lease(s) as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease(s) as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of a State lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the appropriate authority for approval, together with any required showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the Lessor said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease(s) as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the three (3) preceding paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of each said lease.

Frank C. Nilsen

Frank C. Nilsen

CHEVRON U.S.A. INC.

By: A. M. Wood
Assistant Secretary

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-29933

Lease effective date
December 1, 1973

PART I

Assignee's Name
✓ BELCO PETROLEUM NORTH AMERICA, INC.

Address (include zip code)
10,000 Old Katy Road
Houston, Texas 77055

The undersigned, as owner of 4.6875% percent of operating rights in the above-designated 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)

205472

Township 28 North, Range 115 West, 6th P. M.
Section 4: Lot 5
Being 32.87 acres more or less
Sublette County, Wyoming

RECORDED February 25 1985 8:00A M
IN BOOK 73 Oil & Gas PAGE 833
FEES $ 8.00 Lana J Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

INSOFAR AND ONLY INSOFAR AS SAID OPERATING RIGHTS PERTAIN TO ALL FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9,630 FEET AS FOUND IN THE HUMBLE NO. 2 HOBACK II UNIT WELL, SECTION 15, T28N, R115W, 6th P.M. SUBLETTE COUNTY, WYOMING.

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This instrument is made without warranty of title expressed or implied and subject to the unit agreement and the unit operating agreement for the Lakeridge unit area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This instrument shall be effective as of the 30th day September, 1983, although
Executed this 25th day of September, 1984, in quadruplicate originals.

Belco 1974 Oil and Gas Fund, Ltd, by
Belco Petroleum North America, Inc., General Partner

J. M. Oswald
Executive Vice President
1426-019

10,000 Old Katy Road
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1984

By Judith A. Moffitt
(Authorized Officer)

for Chief, Oil and Gas Section
(Title)

JAN 0 8 1985
(Date)

For Assignee

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

833

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 25th day of September, 1984.

Belco Petroleum North America, Inc.

J. M. Oswald
(Assignee's Signature)

J. M. Oswald,
Executive Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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 838 - 84

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., as General Partner for Belco 1972 Oil and Gas Fund, Ltd., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

836

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

✓ BELCO PETROLEUM NORTH AMERICA, INC.

Address (include zip code)
10,000 Old Katy Road
Houston, Texas 77055

The undersigned, as owner of 4.6875% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this 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
being 192.92 acres more or less
Sublette County, Wyoming

205473

RECORDED February 25 1985 8:00 A M
IN BOOK 73 Oil & Gas PAGE 836
FEES $ 8.00 Lacy J York COUNTY CLERK
SUBLETTE, WYOMING
by Dorothy M. Stivers

INSOFAR AND ONLY INSOFAR AS SAID OPERATING RIGHTS PERTAIN TO ALL FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9,630 FEET AS FOUND IN THE HUMBLE NO. 2 HOBACK II UNIT WELL, SECTION 15, T28N, R115W, 6th P.M. SUBLETTE COUNTY, WYOMING.

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	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 all details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This instrument is made without warranty of title expressed or implied and subject to the unit agreement and the unit operating agreement for the Lakeridge unit area.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This instrument shall be effective as of the 30th day September, 1983, although
Executed this 25th day of September, 1984, in quadruplicate originals.

Belco 1972 Oil and Gas Fund, Ltd, by
Belco Petroleum North America, Inc., General Partner

J. M. Oswald
Executive Vice President

1426-020

10,000 Old Katy Road
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1984

By Judith A. McGuire
(Authorized Officer)

for Chief, Oil and Gas Section
(Title) For Assignee

JAN 0 8 1985
(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 25th day of September, 1984.

Belco Petroleum North America, Inc.

J. M. Oswald
(Assignee's Signature)

J. M. Oswald,
Executive Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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 838 - 844

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., as General Partner for Belco 1972 Oil and Gas Fund, Ltd., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

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.
Wyoming 0266371

Lease effective date
January 1, 1964

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

BELCO PETROLEUM NORTH AMERICA, INC.

Address (include zip code)
10,000 Old Katy Road
Houston, Texas 77055

The undersigned, as owner of 9.3746% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

205474

Township 28 North, Range 115 West, 6th P. M.
Section 14: S/2
Section 15: N/2SW/4, SE/4SW/4, SE/4
Sublette County, Wyoming

RECORDED February 25 1985 8:00 AM
IN BOOK 73 R&P PAGE 839
FEES $8.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

INSOFAR AND ONLY INSOFAR AS SAID OPERATING RIGHTS PERTAIN TO ALL FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9,630 FEET AS FOUND IN THE HUMBLE NO. 2 HOBACK II UNIT WELL, SECTION 15, T28N, R115W, 6th P.M. SUBLETTE COUNTY, WYOMING.

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This instrument is made without warranty of title expressed or implied and subject to the unit agreement and the unit operating agreement for the Lakeridge unit area.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This instrument shall be effective as of the 30th day September, 1983, although
Executed this 25th day of September, 1984; in quadruplicate originals.

Belco 1972 Oil and Gas Fund, Ltd, by
Belco Petroleum North America, Inc., General Partner

J. M. Uswald
Executive Vice President
1426-010

10,000 Old Katy Road
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1984

By Judith P. Moffat
(Authorized Officer)

for Chief, Oil & Gas Section
(Title)

DEC 14 1984
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

FOR ASSIGNEE

840

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 25th day of September, 1984.

Belco Petroleum North America, Inc.

J. M. Oswald
(Assignee's Signature)

10,000 Old Katy Road
(Assignee's Address)

J. M. Oswald,
Executive Vice President

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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.

te of Texas §
§
nty of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me rsonally known who, being by me duly sworn, did say that he is the Executive Vice President Belco Petroleum North America, Inc., as General Partner for Belco 1972 Oil and Gas Fund, d., and that the seal affixed to the said instrument is the corporate seal of said rporation, and that said instrument was signed and sealed in behalf of said corporation by thority of its Board of Directors, and said Executive Vice President acknowledged said strument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

842

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.
Wyoming 0322611

Lease effective date
April 1, 1966

PART I

1. Assignee's Name

BELCO PETROLEUM NORTH AMERICA, INC.

Address (include zip code)
10,000 Old Katy Road
Houston, Texas 77055

The undersigned, as owner of 9.3746% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming

Section 15: SW/4SW/4
Section 22: All
Section 23: W/2

Containing 1,000.00 acres more or less.

INSOFAR AND ONLY INSOFAR AS SAID OPERATING RIGHTS PERTAIN TO ALL FORMATIONS FROM THE SURFACE OF THE EARTH DOWN TO THE TOP OF THE GANNETT FORMATION BEING THE STRATIGRAPHIC EQUIVALENT OF A LOG TOP AT 9,630 FEET AS FOUND IN THE HUMBLE NO. 2 HOBACK II UNIT WELL, SECTION 15, T28N, R115W, 6th P.M. SUBLETTE COUNTY, WYOMING.

205475

RECORDED February 25 1985 8:00 A M
IN BOOK 73 Misc PAGE 842
FEES $ 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deline

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	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 12.5 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This instrument is made without warranty of title expressed or implied and subject to the unit agreement and the unit operating agreement for Beaver Ridge unit area.
I CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

This instrument shall be effective as of the 30th day of September, 1983, although executed this 6th day of September, 1984, in quadruplicate originals.

Belco 1972 Oil and Gas Fund, Ltd, by
Belco Petroleum North America, Inc., General Partner

J. M. Oswald
(Assignor's Signature)

J. M. Oswald,
Executive Vice President

10,000 Old Katy Road
(Assignor's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

1426-003

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1984

By [signature]
(Authorized Officer)

for Chief, Oil & Gas Section

(Title)

DEC 31 1984
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this approved form in accordance with the regulations of 43 CFR 3106.

FOR ASSIGNEE

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT 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 25th day of September, 1984.

Belco Petroleum North America, Inc.

J. M. Oswald
(Assignee's Signature)

J. M. Oswald,
Executive Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston, Texas 77055
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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.

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The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 838-844

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., as General Partner for Belco 1972 Oil and Gas Fund, Ltd., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

State of Texas §
§
County of Harris §

On this 25th day of September, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the 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 Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 25th day of September, A.D., 1984.

Judith A. Bell
Notary Public

My commission expires on the ____ day of _____, A.D., 1984.

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by Lovell Agency, Lawyers Surety Corp

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

205476

Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602

hereinafter referred to as "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, transfer, assign and deliver unto

RECORDED Feb 25, 1985 2:00 PM
BOOK 703 Deed PAGE 845
FEES 5.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

HPC, Inc.
999 18th Street
Suite 801
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE", an undivided 50% of assignor's right, title and interest in and to that certain oil and gas lease described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming

In the event "ASSIGNEE" desires to surrender any or all of 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 sixty days (60) in advance of the delay rental date as determined by said lease, be registered or certified mail, addressed as follows:

Kenneth K. Farmer
P. O. Box 3402
Casper, Wyoming 82602

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. "ASSIGNOR" shall then have fifteen days (15) after receipt of such notification within which to mail their notice of election to take the reassignment.

TO HAVE AND TO HOLD TO said HPC, Inc.

the interest as herein conveyed in the lease described in Exhibit "A", subject to the terms and conditions of said lease, but all without warranty of any kind, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 18th day of July, 19 84.

Kenneth K. Farmer

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of July, 1984.

Witness my hand and official seal.

CYNTHIA K. MILAM - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

My Commission Expires:

Cynthia K Milam
Notary Public

Rucker Press 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-2	Abner L. Hecox and Emma Lee Hecox, husband and wife	Kenneth K. Farmer	3-19-81	Township 37 North, Range 110 West, 6th P.M. Section 13: SW¼SW¼ Section 14: SE¼SE¼ Section 24: N½N½, SW¼NW¼, W½SW¼ Section 25: NW¼NW¼ Section 26: NE¼NE¼ Containing 440.00 acres, more or less	61 O & G	388
NFL-3	John R. Buyer and Margaret L. Buyer, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 19: SE¼SE¼ Section 20: S½SW¼ Section 28: S½NW¼, SW¼NE¼, W½SE¼, SW¼ Section 29: NE¼, N½NW¼, SE¼NW¼, NW¼SE¼, E½SE¼ Section 30: E½NE¼ Section 32: E½E½, SW¼SE¼ Section 33: W½NW¼, SE¼NW¼ Containing 1,280.00 acres, more or less	62 O & G	363
NFL-4	Christian F. Murer, George J. Kirn, and Robert W. Lavington	Kenneth K. Farmer	4-1-81	Township 36 North, Range 110 West, 6th P.M. Section 5: Lot 2 (27.08), Lot 3 (27.38) Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼ Section 6: SE¼NE¼, E½SE¼ Section 18: Lot 3 (31.87), Lot 4 (32.00) E½SW¼ Township 37 North, Range 110 West, 6th P.M. Section 35: S½NE¼, N½SE¼, SW¼SE¼ Containing 786.00 acres, more or less	61 O & G	401

845

Lumber Press 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE two STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-7	Frank Tyler, Jr., A widower	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	12
NFL-7A	Lillian G. Tyler, aka Mrs. Frank Tyler, Sr. a widow	Kenneth K. Farmer	5-26-84	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	110
NFL-8	Carney Land Company, A Wyoming Corporation, John Otis Carney and Frederika F. Carney, Husband and Wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 2: W½SE¼, NE¼SE¼ Section 11: NW¼NE¼ Section 14: SE¼SE¼ Section 21: SE¼SE¼ Section 22: Those parts of the S½SW¼ lying and being situated northerly of the center-line of the channel of the Green River; Section 23: E½NE¼, SE¼, E½SW¼, SW¼SW¼ Section 26: N½NW¼, NW¼NE¼ Section 27: NE¼NE¼, NW¼NW¼ It is the intention of this lease to include all accretion and riparian rights belonging to Lessor and not to exclude any oil and gas interest that Lessor may own in the described lands.	62 O & G	360

Casper Press 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE three STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-9	Black Butte Partners, A General Partnership	Kenneth K. Farmer	7-6-81	Township 37 North, Range 110 West, 6th P.M. Section 22: S½SW¼ Excepting those parts lying and being situated northerly of the thread of the channel of the Green River; Section 26: SW¼NE¼, S½NW¼, SW¼, NW¼SE¼; Section 27: SE¼NE¼, SE¼, NW¼NW¼, excepting that part of the NW¼NW¼ lying and being situated northerly of the thread of the channel of the Green River; Section 34: N½NE¼. Containing 705.00 acres, more or less	63 O & G	131
NFL-10	William B. Sargent and Dorothy C. Sargent, husband and wife	Kenneth K. Farmer	12-16-81	Township 37 North, Range 111 West, 6th P.M. Section 23: SW¼NE¼, SE¼SW¼, N½SE¼, SW¼SE¼ Section 26: NE¼NW¼ Containing 240.00 acres, more or less	64 O & G	53
NFL-1	Kent Snider	Kenneth K. Farmer	4-16-84	Township 37 North, Range 110 West, 6th P.M Section 21: SE¼SE¼ Section 22: S½SW¼ Section 26: S½NW¼, SW¼NE¼, NW¼SE¼, SW¼ Section 27: NW¼NW¼, E½NE¼, SE¼ Containing 720.00 acres, more or less	72 O & G	94
NFL-1	Judith A. Saathoff	Kenneth K. Farmer	4-16-84	Township 37 North, Range 110 West, 6th P.M. Section 21: SE¼SE¼ Section 22: S½SW¼ Section 26: S½NW¼, SW¼NE¼, NW¼SE¼, SW¼ Section 27: NW¼NW¼, E½NE¼, SE¼ Containing 720.00 acres, more or less RKF	72 O & G	401

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

205477

Kent Snider
P. O. Box 1148
Casper, Wyoming 82602

hereinafter referred to as "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, transfer, assign and deliver unto

HPC, Inc.
999 18th Street, Suite 801
Denver, Colorado 80202

RECORDED Feb. 25, 1985 8:00 AM
IN BOOK 73 Oil & G PAGE 849
FEES 6.00 Lena J York COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McClure

hereinafter referred to as "ASSIGNEE", an undivided 50% of assignor's right, title and interest in and to that certain oil and gas lease described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming.

In the event "ASSIGNEE" desires to surrender any or all of 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 sixty days (60) in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:

Kent Snider
P. O. Box 1148
Casper, Wyoming 82602

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. "ASSIGNOR" shall then have fifteen days (15) after receipt of such notification within which to mail their notice of election to take the reassignment.

TO HAVE AND TO HOLD TO said HPC, Inc. the interest as herein conveyed in the lease described in Exhibit "A", subject to the terms and conditions of said lease, but all without warranty of any kind, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 18th day of July, 19 84.

Kent Snider

State of Wyoming
County of Natrona

The foregoing instrument was acknowledged before me by Kent Snider this 13th day of July, 19 84

Witness my hand and official seal.

Cynthia K Milam

Commission Expires

CYNTHIA K. MILAM - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 19, 1986

849

140270730

Producer Press 134 N. Center Casper, Wyo.

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-1	Kenneth K. Farmer	Kent Snider	4-16-84	Township 37 North, Range 110 West, 6th P.M. Section 21: SE¼SE¼ Section 22: S½SW¼ Section 26: S½NW¼, SW¼NE¼, NW¼SE¼, SW¼ Section 27: NW¼NW¼, E½NE¼, SE¼ Containing 720.00 acres, more or less	72 O & G	96

850

WY-269[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-54137

Lease effective date
April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

Paid in amount of $25,000.00
on Rec'd Hempshire Co.
(or survey plat)

PART I

Assignee's Name

✓STOVALL OIL COMPANY

Address (include zip code)

P. O. BOX 2331, CASPER, WYOMING 82602

The undersigned, as owner of 50.0 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 111 West, 6th P.M.

Sec. 17: SE/4

Sec. 20: NE/4

Sec. 21: NE/4, W/2

Sec. 33: NW/4 SW/4

(840.00 acres, more or less)

Sublette County, Wyoming

205498

Assignment approved as to lands described below

Same Land Description as Item 2

RECORDED February 26 1985 8:15 AM
IN BOOK 73 Oil & Gas PAGE 851
FEES $4.00 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	6.25%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of APRIL, 1984

WILLIAMS EXPLORATION COMPANY

By: Donald P. Metz
(Assignor's Signature)

Donald P. Metz
Attorney-in-Fact

P. O. BOX 4664
(Assignor's Address)

HOUSTON TEXAS 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1984

By Frederick O'Donnell for
(Authorized Officer)

Chief, Oil and Gas Section
(Title) For Assignee

JAN 23 1985
(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.

851

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 1st day of APRIL, 1984

STOVALL OIL COMPANY

By: [signature]
(Assignee's Signature)

P. O. BOX 2331
(Assignee's Address)

CASPER WYOMING 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Colorado Acknowledgement)

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 1st day of April A. D., 19 84
by Donald P. Metz, Attorney-in-Fact for Williams Exploration Company

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires: August 22, 1984

[signature]
Notary Public in and for Denver County,
State of Colorado
1125 - 17th Street
Denver, Colorado 80202

FORM NWP 1093-1 (2-74)

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.

WY-20[redacted]

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

✓STOVALL OIL COMPANY

Address (include zip code)

P. O. BOX 2331, CASPER, WYOMING 82602

RECEIVED
1984 OCT 16 AM 8 30
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

The undersigned, as owner of 20.0 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as 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.

Sec. 17: SE/4

Sec. 20: NE/4

From the surface to the stratigraphic equivalent of the depth drilled in the Energetics #40-20 well, located in the SE/4 SE/4 Section 20, T27N, R111W, being 10,150 feet.

(320 acres, more or less)

Sublette County, Wyoming

205497

RECORDED February 26 1985 12:45 P.M.
IN BOOK 23 Misc PAGE 853
FEES $6.00 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.25%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of APRIL, 1984.

WILLIAMS EXPLORATION COMPANY

By: Donald P. Metz
(Assignor's Signature)

Donald P. Metz
Attorney-in-Fact

P. O. BOX 4664
(Assignor's Address)

HOUSTON TEXAS 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1984

By Judith A. Dugan
(Authorized Officer)

Chief, Oil and
for Gas Section
(Title)

JAN 23 1985
(Date)

For Assignee

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

853

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 1st day of APRIL, 19 84

STOVALL OIL COMPANY

By: B. J. Stovall
(Assignee's Signature)

P. O. BOX 2331
(Assignee's Address)

CASPER WYOMING 82602
(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

(Colorado Acknowledgement)

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 1st day of April A. D., 19 84

by Donald Metz, Attorney-in-Fact for Williams Exploration Company

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires August 22, 1984

Notary Public in and for Denver County,
State of Colorado
1125 - 17th Street
Denver, Colorado 80202

FORM NWP 1093-1 (2-74)

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.

e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
is information is being collected pursuant to the law (43 CFR 3106–3(c)).
is information will be used to create a record of lease assignment.
sponse to this request is required to obtain a benefit.

RELEASE OF OIL AND GAS LEASE

10 REV.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated May 13th, 1981 19

executed by EARL L. BABCOCK and NADINE F. BABCOCK, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.

Section 25: N½NE¼, N½SE¼, SE¼SE¼, SW¼NE¼

and recorded in book 61 at page 679 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 18th day of September 19 84

By Patricia Foley WS
Patricia Foley, Attorney-In-Fact
Apache Corporation

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 18th day of September, 1984, before me personally appeared Patricia Foley; to me personally known, being by me duly sworn, did say she is Attorney-In-Fact of Apache Corporation, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and that she acknowledged said instrument to be tha free act and deed of said Corporation.

My Commission expires April 13, 1987

Brenda J. Glasmann
Brenda J. Glasmann, Notary Public
1700 Lincoln St., Suite 4900
Denver, CO 80203-4549

Return to:
APACHE CORPORATION
1700 Lincoln, Suite 4900
Denver, CO 80203
Att: T. Killcoyne

BRENDA J. GLASMANN NOTARY PUBLIC
205502
OF COLORADO

RECORDED February 27 1985 8:00 A M
Book 73 Of R Page 855
Fees 4.00 Doris Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

WY-868-21146C

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION
being the owner of a certain oil and gas lease dated May 13th, 1981
executed by ALVIN D. DAVIDSON AND MIRIAM L. DAVIDSON, A/K/A MARIAM L. DAVIDSON
covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.

Section 25: N½NE¼, N½SE¼, SE¼SE¼, SW¼NE¼

and recorded in book 61 at page 541 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 18th day of September 1984

By Patricia Foley WS
Patricia Foley, Attorney-In-Fact
Apache Corporation

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 18th day of September, 1984, before me personally appeared Patricia Foley; to me personally known, being by me duly sworn, did say she is Attorney-In-Fact of Apache Corporation, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and that she acknowledged said instrument to be tha free act and deed of said Corporation.

My Commission expires April 13, 1987

Brenda J. Glasmann
Brenda J. Glasmann, Notary Public
1700 Lincoln St., Suite 4900
Denver, CO 80203-4549

Return to:
APACHE CORPORATION
1700 Lincoln Suite 4900
Denver, CO 80203
Att: T. Kilcoyne

205503
Filed February 27 1985 8:00 A M
Book 73 Ord
Page 836
Fee $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

WY-868-21146B

RELEASE OF OIL AND GAS LEASE

10 REV.

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated May 13th, 1981 19..

executed by PHILIP MARCINIC, Jr., a/k/a PHILLIP MARCINIC and KARMEN P. MARCINIC, a/k/a*...

covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 36 North, Range 112 North, 6th P.M.

Section 25: N½NE¼, N½SE¼, SE¼SE¼, SW¼NE¼

and recorded in book 61 at page 536 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 18th day of September 1984

By Patricia Foley WS

Patricia Foley, Attorney-In-Fact,
Apache Corporation

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 18th day of September, 1984, before me personally appeared Patricia Foley; to me personally known, being by me duly sworn, did say she is Attorney-In-Fact of Apache Corporation, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and that she acknowledged said instrument to be tha free act and deed of said Corporation.

My Commission expires April 13, 1987

Brenda J. Glasmann

Brenda J. Glasmann, Notary Public
1700 Lincoln St., Suite 4900
Denver, CO 80203-4549

Return to:
APACHE CORPORATION
1700 Lincoln Suite 4900
Denver, CO 80203
Att: T. Killcoyne

NOTARY PUBLIC

205504

RECORDED February 27 1985 8:00 A.M
BOOK 73 Misc PAGE 857
FEE $4.00 Lois J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

858

310 REV.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated May 13, 1981 19

executed by MARY H. PAPE, a/k/a MARY PAPE, A WIDOW

covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.
Section 25: N½NE¼, SW¼NE¼, SE¼SE¼, N½SE¼

and recorded in book 61 at page 551 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 17th day of September 19 84

By Patricia Foley
Patricia Foley, Attorney-In-Fact
Apache Corporation

WS

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 17th day of September, 1984, before me personally appeared Patricia Foley; to me personally known, being by me duly sworn, did say she is Attorney-In-Fact of Apache Corporation, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and that she acknowledged said instrument to be tha free act and deed of said Corporation.

My Commission expires April 13, 1987

Brenda J. Glasmann
Brenda J. Glasmann, Notary Public
1700 Lincoln St., Suite #4900
Denver, CO 80203-4549

When recorded, return to:
APACHE CORPORATION
1700 Lincoln, Suite 4900
Denver, CO 80203
Att: T. Killcoyne

205505

205505
Recorded February 7 1985 8:00 A.M.
Book 73 Abstr
Fees 4.00 Sam J Yoke
SUBLETTE COUNTY WYOMING
COUNTY CLERK
by Dorothy McKenzie

WY-868-21146-A

RELEASE OF OIL AND GAS LEASE

110 REV.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned APACHE CORPORATION

being the owner of a certain oil and gas lease dated May 13th, 1981 19

executed by NORMAN F. PAPE and BARBARA J. PAPE, his wife

covering the following real estate in Sublette County, State of Wyoming, to-wit:

Township 36 North, Range 112 West, 6th P.M.

Section 25: N½NE¼, N½SE¼, SE¼SE¼, SW¼NE¼

and recorded in book 61 at page 546 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 18th day of September 1984

By Patricia Foley WS
Patricia Foley, Attorney-In-Fact
Apache Corporation

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 18th day of September, 1984, before me personally appeared Patricia Foley; to me personally known, being by me duly sworn, did say she is Attorney-In-Fact of Apache Corporation, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and that she acknowledged said instrument to be tha free act and deed of said Corporation.

My Commission expires April 13, 1987

Brenda J. Glasmann, Notary Public
1700 Lincoln St., Suite 4900
Denver, CO 80203-4549

Return to:
APACHE CORPORATION
1700 Lincoln, Suite 4900
Denver, CO 80203
Att: T. Killcoyne

NOTARY PUBLIC 205706

FILED February 27 1985 8:00 AM
BOOK 73 D & E PAGE 859
FEES $4.00 Lenore Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLewis

WY-868-21146D

859

860

This instrument prepared by A.L. Ferguson for Gulf Oil Corporation. GLN: 8-52895-00
R/D: 1/29; (12)

Form TA-21 (Rev. 4-1-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated January 29, 1979, from Estate of Margaret Conwell, c/o of Ralph Conwell, as Lessors, to Kenai Oil and Gas Inc., as Lessee, recorded in Book 57 O & G, Page 227, of the Oil and Gas Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation, in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

See attached "RIDER"

205529

RECORDED March 1, 1985 8:00 A M
IN BOOK 73 Misc PAGE 860
FEES $10.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Gulf Oil Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Barbara Gildea SS# 520-28-6581	4502 Santa Cruz Avenue San Diego, CA 92107	First Wyoming Bank P.O. Box 426 Big Piney, WY. 83113 ACCT # 560 9940 9	$ 652.35
First Interstate Bank as Trustee of Trust B SS#_____	Laramie, Wyo 82070	_____ _____ _____ ACCT #_____	$ 391.41

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 20 day of February, 1985

X Barbara Gildea (Seal)
Barbara Gildea

X By: _____ (Seal)
First Interstate Bank of Laramie,
as Trustee of Trust B.

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

[redacted] [redacted] [redacted]

Michigan, Indiana, Kansas, Oklahoma, New Mexico, Colorado, Wyoming, North Dakota, South Dakota, Nebraska, Arkansas, Iowa, Missouri

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } ss.

I JUDITH L. PETTY, a Notary Public in and for said County and State, do hereby certify that Barbara Gildea

to me personally known, and known to me* to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this 20th day of February, A. D. 19 85

*or proved to me on the basis of satisfactory evidence,

Judith L. Petty
Notary Public

My Commission Expires: 9/16/85

OFFICIAL SEAL
JUDITH L. PETTY
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Sept. 16, 1985

ACKNOWLEDGMENT

STATE OF
COUNTY OF } ss.

I, a Notary Public in and for said County and State, do hereby certify that By: First Interstate Bank of Laramie, as Trustee of Trust B

to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed the same as free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this day of, A. D. 19

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF
COUNTY OF } ss.

I, a Notary Public in and for said County and State, do hereby certify that

to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed the same as free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this day of, A. D. 19

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF
COUNTY OF } ss.

I, a Notary Public in and for said County and State, do hereby certify that

to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed the same as free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this day of, A. D. 19

Notary Public

My Commission Expires:

No.

FROM

TO

Dated, 19

No. Acres

County

Term.

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to:

21

RIDER

T 32N - R 111W, 6th PM

Sec. 7: Lots 2,3,4, SE/4 NW/4, E/2 SW/4, S/2 NE/4, SE/4
Sec. 8: SW/4 NW/4, W/2 SW/4, SE/4 SW/4, SW/4 SE/4
Sec. 17: W/2, W/2 E/2, SE/4 NE/4, E/2 SE/4
Sec. 18: Lots 1,2, E/2, E/2 NW/4, NE/4 SW/4
Sec. 20: NE/4, N/2 NW/4, SE/4 NW/4, N/2 SE/4, SE/4 SE/4
Sec. 21: W/2, W/2 E/2, SE/4 NE/4, E/2 SE/4

T 33N - R 111W, 6th PM

Sec. 31: Lots 3,4, SE/4 SW/4, SW/4 SE/4

T 32N - R 112W, 6th PM

Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S/2 NE/4, SE/4 NW/4, N/2 SE/4
Sec. 12: Lots 1,2,3,4, S/2 N/2, N/2 S/2, SW/4 SW/4, S/2 SE/4
Sec. 13: NE/4 NE/4

T 33N - R 112W, 6th PM

Sec. 27: W/2 NE/4, S/2 NW/4, S/2
Sec. 34: N/2 NE/4, SE/4 NE/4
Sec. 35: SW/4 NE/4, W/2, SE/4

T 32N - R 111W, 6th PM

Sec. 28: NW/4 NE/4, N/2 NW/4

This instru[redacted]epared by A.L. Ferguson fo[redacted] Oil Corporation. GLN: 8-5[redacted]
R/D: 1/29, (12)

Form TA-21 (Rev. 4-4-49) OKLA. - KAN. - COLO.
& Other Rocky Mt. States

RATIFICATION AND RENTAL DIVISION ORDER

KNOW A .L MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated January 29, 1979, from Estate of Margaret Conwell, c/o of Ralph Conwell, as Lessors, to Kenai Oil and Gas Inc., as Lessee, recorded in Book 57 O & G, Page 227, of the Oil and Gas Records of Sublette County, Wyoming, is owned by Gulf Oil Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

205530

See attached "RIDER"

RECORDED March 1 1985 8:00 M
IN BOOK 73 O & G PAGE 863
FEES $10.50 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Gulf Oil Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Barbara Gildea SS# _____	4502 Santa Cruz Avenue San Diego, CA 92107	_____ _____ _____ ACCT # _____	$ 652.35
First Interstate Bank as Trustee of Trust B SS# 83-6027192	Laramie, Wyo 82070	First Interstate Bank Of Laramie, N.A. P.O. Box 1307 Laramie, Wyo. 82070 _____ ACCT # _____	391.41

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 15th day of Feb., 19 85.

X _____
Barbara Gildea (Seal)

X By: _____, VP+TO
First Interstate Bank of Laramie,
as Trustee of Trust B. (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

867

Michigan, Indiana, Kansas, Oklahoma, New Mexico, Colorado, Wyoming, North Dakota, South Dakota, Nebraska
Arkansas, Iowa, Missouri.

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State,
do hereby certify that Barbara Gildea
_____
to me personally known, and known to me to be the same person ..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....his..... free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19____

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Albany } ss.

I, Mary Jane Hunt, a Notary Public in and for said County and State,
do hereby certify that By: D. L. Preston, VP+TO
First Interstate Bank of Laramie, as Trustee of Trust B
to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....his..... free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this 15 day of February, A. D., 19 85

My Commission Expires: Oct. 3 1987

Mary Jane Hunt
Notary Public

Mary Jane Hunt - Notary Public
County of Albany — State of Wyoming
My Commission Expires Oct. 3, 1987

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State,
do hereby certify that _____
_____
to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19____

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State,
do hereby certify that _____
_____
to me personally known, and known to me to be the same person..... described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that .....he..... executed the same as.....free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, A. D., 19____

_____
Notary Public

My Commission Expires: _____

No.....

FROM

TO

.....ed....., 19.....

.....Acres.....

.....County,.....

This instrument was filed for record on the.....
of.....19....., at
.....o'clock.....M., and duly recorded in
.....Page.....
.....of the records of this office.

.....
County Clerk.

.....
Deputy.

When recorded return to

RIDER

T 32N - R 111W, 6th PM

Sec. 7: Lots 2,3,4, SE/4 NW/4, E/2 SW/4, S/2 NE/4, SE/4
Sec. 8: SW/4 NW/4, W/2 SW/4, SE/4 SW/4, SW/4 SE/4
Sec. 17: W/2, W/2 E/2, SE/4 NE/4, E/2 SE/4
Sec. 18: Lots 1,2, E/2, E/2 NW/4, NE/4 SW/4
Sec. 20: NE/4, N/2 NW/4, SE/4 NW/4, N/2 SE/4, SE/4 SE/4
Sec. 21: W/2, W/2 E/2, SE/4 NE/4, E/2 SE/4

T 33N - R 111W, 6th PM

Sec. 31: Lots 3,4, SE/4 SW/4, SW/4 SE/4

T 32N - R 112W, 6th PM

Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S/2 NE/4, SE/4 NW/4, N/2 SE/4
Sec. 12: Lots 1,2,3,4, S/2 N/2, N/2 S/2, SW/4 SW/4, S/2 SE/4
Sec. 13: NE/4 NE/4

T 33N - R 112W, 6th PM

Sec. 27: W/2 NE/4, S/2 NW/4, S/2
Sec. 34: N/2 NE/4, SE/4 NE/4
Sec. 35: SW/4 NE/4, W/2, SE/4

T 32N - R 111W, 6th PM

Sec. 28: NW/4 NE/4, N/2 NW/4

ASSIGNMENT OF OVERRIDING ROYALTY AND OTHER LEASE INTERESTS

PAUL R. POLAK, 5987 Miller Street, Arvada, Colorado 80004 (referred to herein as "Assignor"), for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto MARY K. EGAN (referred to herein as "Assignee"), 80% of his undivided overriding royalty interest of all oil, gas, casinghead gas, condensate and other hydrocarbons produced and saved from that certain oil and gas lease described as follows:

Lessor: United States of America
Lessee: Paul R. Polak
Date: October 1, 1982
Serial No.: W-79178

Covering the following described lands, to wit:

295631
RECORDED March 6 1985 11:00 A.M
IN BOOK 73 O+G PAGE 866
FEES 6.00 Ina Ryals COUNTY CLERK
SUBLETTE COUNTY CLERK

Township 29 North, Range 115 West, 6th P.M.
Section 9: All
Section 10: All
Sublette County, Wyoming

It is Assignor's intent to convey herein to Assignee 80% of all of that overriding royalty interest reserved or created in that certain Assignment Affecting Record Title to Oil and Gas Lease effective November 1, 1982 and recorded October 19, 1983 in Book 69 of Oil and Gas at Page 426 of the records of Sublette County, Wyoming.

For the same consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and set over unto Assignee 90% of all benefits, including but not limited to monetary consideration and reassigned leasehold interests, which Assignor or his successors-in-interest derive through or as a result of the terms contained in Paragraph 3.b of that certain Purchase and Sale Agreement between Dr. P. R. Polak, as Seller, and American Quasar Petroleum Company of New Mexico, as Purchaser, concerning Federal Oil and Gas Lease Nos. W-79178 and W-70078.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, her heirs, devisees, successors and assigns, forever, subject only to the following terms and provisions:

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above-described oil and gas lease.

[redacted] [redacted] [redacted]

B. This Assignment of Overriding Royalty and Other Lease Interests shall apply to any extension or renewal of the above-described oil and gas lease.

C. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17.5%, shall be suspended when the average production of oil per well per day averaged on a monthly basis is 15 barrels or less.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty and Other Lease Interests this 30th day of February, 1985.

By: Paul R. Polak
PAUL R. POLAK

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of February, 1985, by Paul R. Polak.

JAN BEALS NOTARY PUBLIC STATE OF COLORADO

Jan Beals
Notary Public

My commission expires:

My Commission expires January 25, 1988
650 S. Cherry St., Suite 1400
Denver, CO 80222

268

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1982

Lease Serial No.
W-48190

Lease effective date
DECEMBER 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

The undersigned, as owner of 56.445312 / ~~15.722656~~ percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 110 West, 6th P.M.
Section 1: Lots 1,2,3,4, S/2N/2

Sublette County, Wyoming

200725

Assignment approved as to lands described below

RECORDED April 16 1984 8:00 A M
IN BOOK 70 O+G PAGE 669
FEES $6.00 Lee Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify ~~interest or percent~~ record title interest being conveyed to assignee	56.445312 ~~15.722656~~%
4. Specify ~~interest or percent~~ record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	10.5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of September , 19 83 .

(Assignor's Signature)
Jean Davis

410 17th Street Suite 1400
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

Land/RJB
D-5479

RECORDED March 6 1985 1:00 P M
IN BOOK 73 O+G PAGE 868
FEES $6.00 Lee Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

205632

(Title) [redacted])

CITY [redacted])
COUNTY OF DENVER) SS. [redacted] [redacted]

On this 29th day of September, 1983, before me, a Notary Public in and for said County and State, came the above named JEAN DAVIS, an individual, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged that she executed the above instrument as her free and voluntary act and deed.

WITNESS my hand and official seal on the day and year last above written.

ROBERT J. BRAN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:

My Commission Expires February 25, 1986

Robert J. Bran
Notary Public

410 Seventeenth Street, Suite 1400
Denver, Colorado 80202
Address

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature) (Assignee's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies 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.

870

Form 3106–5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: February 28, 1982

Lease Serial No.
W-48190

Lease effective date
DECEMBER 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Davis Oil Company

Address *(include zip code)*
410 Seventeenth Street, Suite 1400
Denver, CO 80202

$0.390625

The undersigned, as owner of ~~12.705315~~ percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 110 West, 6th P.M.
Section 2: Lots 1,2, S/2NE/4

Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED April 16 1984 8:00 A.M.
IN BOOK 70 Oil & Gas PAGE 667
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

200774

3. Specify ~~xxxxxxxxxxxxxxxxxxxxxxxxxxx~~ record title interest being conveyed to assignee	$0.390625 ~~12.705315~~%
4. Specify ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	11.125%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of September, 19 83.

Jean Davis
(Assignor's Signature)

410 17th Street Suite 1400
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective March 6, 1985 1:00 P.M. By

RECORDED March 6 1985 1:00 P.M.
IN BOOK 73 Oil & Gas PAGE 870
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY CLERK

205533

Land/RJB
D-5479

(Authorized Officer)

(Title)