[redacted] [redacted] [redacted]

W-849

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-54788

Lease effective date
June 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Britoil Ventures Inc., a Delaware corporation

Address (include zip code): P.O. Box 42833
1300 West Belt South, Suite 310
Houston, Texas 77242-2833

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

2. Describe the lands affected by this assignment

Township 27 North, Range 106 West, 6th P.M.
Section 2: Lots 2,3,4, S½N½, S½
Section 3: Lots 1,2,3,4, S½N½, S½
Section 4: Lots 1,2,3,4, S½N½, S½
Section 5: Lots 1,5,6,7,8,9,10,11, S½

Containing 2,543.43 acres, more or less
Sublette County, Wyoming

This Assignment is subject to the Purchase and Participation Agreement dated March 20, 1985 between McMoRan Oil & Gas Co. and Britoil Ventures Inc.

Assignment approved as to lands described below

207505

RECORDED July 11 1985 3:00 PM
IN BOOK 75 Oil PAGE 1
FEES $6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	25%
4. Specify interest or percent of assignor's record title interest being retained by assignor, if any	75%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

Executed this 23rd day of May, 1985, to be effective January 1, 1985.

McMoRan Oil & Gas Co., a Delaware corporation,
successor by merger to Midlands Gas Corporation

By: R. M. Danos
(Assignor's Signature)
R.M. Danos, Attorney-in-Fact

P.O. Box 15640
(Assignor's Address)

Lakewood, Colorado 80215
(City) (State) (Zip Code)

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

After Recording Please Return To:
Midlands Gas Co.
P.O. Box 15640
Lakewood, Colorado 80215

NOTE: Photocopies may be submitted provided that copies are exact reproductions of one sheet of both sides of this official form in accordance with instructions 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 , 1985.

Britoil Ventures Inc., a Delaware corporation

James F. Robertson

(Assignee's Signature)

JAMES F. ROBERTSON, PRESIDENT

P.O. Box 42833

(Assignee's Address)

Houston, Texas 77242

(City) (State) (Zip Code)

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

On this date, before me personally appeared R. M. Danos, to me known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for McMoRan Oil & Gas Co. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. M. Danos as Attorney-in-Fact acknowledged said instrument to be the free act and deed of said corporation executed for the purposes and consideration therein expressed.

WITNESS my hand and seal this 23rd day of May, 1985.

CHRISTINE E. CRIPPS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
April 8, 1987

Christine E. Cripps

Christine E. Cripps, Notary Public
P.O. Box 15640
Lakewood, Colorado 80215

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

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

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

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

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

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

[redacted] [redacted] [redacted]

W-847

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-54795

Lease effective date
June 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Britoil Ventures Inc., a Delaware corporation

Address (include zip code): P.O. Box 42833
1300 West Belt South, Suite 310
Houston, Texas 77242-2833

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 107 West, 6th P.M.
Section 11: E½
Section 13: All
Section 14: E½
Section 23: NE¼
Section 24: N½, SW¼, N½SE¼, SW¼SE¼

Containing 2,040.00 acres, more or less
Sublette County, Wyoming

This Assignment is subject to the Purchase and Participation Agreement dated March 20, 1985 between McMoRan Oil & Gas Co. and Britoil Ventures Inc.

Assignment approved as to lands described below

207506

RECORDED July 11 1985 3:00 PM
IN BOOK 75 Deed PAGE 3
FEES $ 6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	25%
4. Specify interest or percent of assignor's record title interest being retained by assignor, if any	75%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

Executed this 23rd day of May, 1985, to be effective January 1, 1985.

McMoRan Oil & Gas Co., a Delaware corporation,
successor by merger to Midlands Gas Corporation

By: R. M. Danos
(Assignor's Signature)
R.M. Danos, Attorney-in-Fact

P.O. Box 15640
(Assignor's Address)

Lakewood, Colorado 80215
(City) (State) (Zip Code)

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

After Recording Please Return To:
Midlands Gas Co.
P. O. Box 15640
Lakewood, Colorado 80215

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

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 , 1985 .

Britoil Ventures Inc., a Delaware corporation

(Assignee's Signature)

JAMES F. ROBERTSON, PRESIDENT

P.O. Box 42833
(Assignee's Address)

Houston, Texas 77242
(City) (State) (Zip Code)

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

On this date, before me personally appeared R. M. Danos, to me known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for McMoRan Oil & Gas Co. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. M. Danos as Attorney-in-Fact acknowledged said instrument to be the free act and deed of said corporation executed for the purposes and consideration therein expressed.

WITNESS my hand and seal this 23rd day of May, 1985.

CHRISTINE E. CRIPPS NOTARY PUBLIC

Christine E. Cripps

Christine E. Cripps, Notary Public
P.O. Box 15640
Lakewood, Colorado 80215

My Commission Expires:
April 8, 1987

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

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

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

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.

W-842

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-54123

Lease effective date
August 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Britoil Ventures Inc., a Delaware corporation

Address (include zip code): P.O. Box 42833
1300 West Belt South, Suite 310
Houston, Texas 77242-2833

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 106 West, 6th P.M.
Section 29: Lots 4,6,7, E½SW¼, E½SE¼
Section 31: Lot 1
Section 32: Lots 1,2,3,4,5,6,7, NE¼NW¼

Containing 641.13 acres, more or less
Sublette County, Wyoming

This Assignment is subject to the Purchase and Participation Agreement dated March 20, 1985 between McMoRan Oil & Gas Co. and Britoil Ventures Inc.

Assignment approved as to lands described below

607507

RECORDED July 11 1985 3:00 P M
IN BOOK 75 D R S PAGE 5
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	25%
4. Specify interest or percent of assignor's record title interest being retained by assignor, if any	75%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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

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

Executed this 23rd day of May, 1985, to be effective January 1, 1985.

McMoRan Oil & Gas Co., a Delaware corporation,
successor by merger to Midlands Gas Corporation

By: R. M. Danos
(Assignor's Signature)

R.M. Danos, Attorney-in-Fact

P.O. Box 15640
(Assignor's Address)

Lakewood, Colorado 80215
(City) (State) (Zip Code)

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

After Recording Please Return To:
Midlands Gas Co.
P. O. Box 15640
Lakewood, Colorado 80215

NOTE: This form may be reproduced provided that copies are exact reproductions of one sheet of both sides of this official form in accordance with 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 , 1985 .

Britoil Ventures Inc., a Delaware corporation

James F. Robertson
(Assignee's Signature)

JAMES F. ROBERTSON, PRESIDENT

P.O. Box 42833
(Assignee's Address)

Houston, Texas 77242
(City) (State) (Zip Code)

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

On this date, before me personally appeared R. M. Danos, to me known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for McMoRan Oil & Gas Co. and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. M. Danos as Attorney-in-Fact acknowledged said instrument to be the free act and deed of said corporation executed for the purposes and consideration therein expressed.

WITNESS my hand and seal this 23rd day of May, 1985.

Christine E. Cripps
Christine E. Cripps, Notary Public
P.O. Box 15640
Lakewood, Colorado 80215

My Commission Expires:
April 8, 1987

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

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

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

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

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

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

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

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-80232

Lease effective date
4/1/79

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

SEE ATTACHED RIDER

Address *(include zip code)*

The undersigned, as owner of / SEE EXHIBIT "A" 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
SEE EXHIBIT "A" describing lands in Sublette County, WY	

207510

SAME LAND DESCRIPTION AS ITEM 2

RECORDED July 12 1985 8:00 AM
IN BOOK 75 O&G PAGE 7
FEES $10.25 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	SEE EXHIBIT "A"
4. Specify interest or percent of record title interest being retained by assignor, if any	SEE EXHIBIT "A"
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	SEE EXHIBIT "A"

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 June , 19 84

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

1500 Broadway, Suite 800
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 01 1984

By /s/ Judith A. Moffitt
(Authorized Officer)

for Chief, Oil & Gas Section
(Title)

JUL 02 1985
(Date)

FOR ASSIGNOR

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

8

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 21 day of June, 19 84.

Sherman H. Norton Jr.
(Assignee's Signature)

606 Republic Bank Bldg.
(Assignee's Address)

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

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this 15th day of June, 1984 before me personally appeared JOHN J. CHRISTMANN, to me known to be the person described and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal of office this 15th day of June, 1984.

My commission expires:
5/11/87

Sharon Roach
Notary Public in and for Lubbock County, Texas.
SHARON ROACH
(Print Name)

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.

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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.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 26th day of June , 1984 .

FLAG-REDFERN OIL COMPANY

Glenn S. Brant
(Assignee's Signature)

Glenn S. Brant, President

ATTEST:

Dale Stice, Assistant Secretary

P. O. Box 11050
(Assignee's Address)

Midland TX 79702
(City) (State) (Zip Code)

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

RIDER ATTACHED TO ASSIGNMENT DATED JUNE 1, 1984 OF LEASE W-80232 .

Flag-Redfern Oil Company
P. O. Box 11050
Midland, TX 79702

6/7th of Exhibit "A" interest

Sherman H. Norton, Jr.
606 RepublicBank Building
Lubbock, TX 79401

1/7th of Exhibit "A" interest

Signed for identification:

John J. Christmann

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 13 CFR 3106.

EXHIBIT "A"

Serial # FROC #	Date of Lease	Lessee	ORRI Previously Reserved	Assignor's Record Title Retained	Lease Description	Assignor's Record Title Assigned
W-38887 HZ42300	4/1/73	Howell Spear	5.00%	.75%	T29N, R114W Sec. 4: S/2, S/2NE/4, SW/4NW/4, Lot 4 Sec. 5: Lots 1-3, S/2N/2, S/2	1.75%
W-49634 HZ41500	4/1/75	John A. Yates	9.25%	3.00% (Operating Rights Surface to T.D.)	T29N, R114W Sec. 8: All	7.00% (Operating Rights Surface to T.D.)
W-67196 HZ40300	4/1/79	Gus Carras	6.50%	15.00%	T29N, R115W Sec. 1: All Sec. 2: All Sec. 11: E/2, E/2W/2	35.00%
W-80232 HZ40300	4/1/79	Gus Carras	6.50%	15.00%	T29N, R115W Sec. 14: NE/4, E/2NW/4, S/2	35.00%
W-69884 HZ43100	1/1/80	Art Dana	1.66%	10.00%	T28N, R115W Sec. 6: Lots 8, 9, 12, 13, E/2SW/4 Sec. 7: Lots 5-8, E/2, E/2W/2 T28N, R116W Sec. 1: Lots 5, 6, S/2NE/4, SE/4	23.33%
W-75907 HZ43400	5/1/82	Albert C. Sullivan	5.00% PP 1.66% ORR	10.00%	T29N, R115W Sec. 19: Lots 1-4, E/2, E/2W/2 Sec. 20: W/2 Sec. 29: W/2 Sec. 30: Lots 1-4, E/2, E/2W/2 T29N, R116W Sec. 24: All	23.33%
W-69873 HZ40600	1/1/80	Charles H. Teal	10.00%	30.00%	T30N, R114W Sec. 5: W/2SW/4 Sec. 7: Lots 3, 4, NE/4, S/2SE/4 Sec. 8: NE/4, N/2NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Sec. 17: N/2, SE/4 Sec. 18: Lots 1-4, E/2, E/2W/2 Sec. 19: N/2NE/4, SE/4NE/4, E/2NW/4 Sec 20: NE/4, NE/4SE/4	70.00%

[redacted] [redacted] 6084 [redacted] 16

Form 3106-14
(September 1982)
#01305

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0289523 (Partial)

Lease effective date
February 1, 1964

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

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

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

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

207515

RECORDED July 12 1985 2:00 PM
IN BOOK 75 Oil PAGE 3A
FEES $ 16.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

3 A

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4 A

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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact—Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble

as Attorney-In-Fact

of EXXON CORPORATION

this of 9th day of July 1985

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF WYOMING SUBLETTE COUNTY

Mary Anna Sullivan
Notary Public

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

EXHIBIT [redacted] LEASE SERIAL NO. W-0289523 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

5-17

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EXHIBIT LEASE SERIAL NO. W-0289523

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

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

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

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

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

7. If any payments [redacted] duction have previously been created out [redacted] nterest, or if any such payments are be[redacted]d under this transfer, assignment, or sublease, attach statement giving full details as to am[illegible]

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

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.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	12.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

608432 001

8 H

EXHIBIT LEASE SERIAL NO. W-0289523 PAGE 4

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	[redacted]

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

0008432 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

10 A

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608432 001

[redacted] [redacted] [redacted] 14

Form 3106-14
(September 1982)
#02044

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-29933

Lease effective date
December 1, 1973

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 4: Lot 5
Containing 32.87 acres, more or less.

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

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

207516

RECORDED July 12 1985 2:00 PM
IN BOOK 75 Deed PAGE 11
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

001

624724

SEAL

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

PART II

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

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

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

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

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

Executed this 9th day of July , 19 85 .

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble

as Attorney-In-Fact

of EXXON CORPORATION

this of 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires.

11-27-87

MARY ANNA SULLIVAN NOTARY STATE OF COLORADO

Mary Anna Sullivan

Notary Public

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

AUTHORITY: 30 U.S.C. 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.

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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

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624724

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments [redacted]duction have previously been created out[redacted]nterest, or if any such payments are bei[redacted]ed under this transfer, assign[redacted]ublease, attach statement giving full de[redacted] to amount, method of payment, and other [redacted]

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

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

THIS ASSIGNMENT IS MADE BYASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

624724 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

624724 001

Form 3106-14
(September 1982)
#02045

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-45878

Lease effective date
October 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, Texas 77252

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)
Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

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

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

47517

RECORDED July 12 1985 2:00 P.M.
IN BOOK 75 Ox&G PAGE 171
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

624725

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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation – Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires.
11-27-87

MARY ANNA SULLIVAN NOTARY

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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

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EXHIBIT LEASE SERIAL NO. W-45878 PAGE 2

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being 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 payment [redacted] production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full [redacted] as to amount, method of payment, and [redacted] inent terms as

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[redacted] [redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

624725 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

[redacted] [redacted] 624725 [redacted] 001

Form 3106–14
(September 1982)
#01303

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0315726

Lease effective date
June 1, 1965

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

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

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

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

007518

RECORDED July 12 1985 2:00
IN BOOK 75 of Rec'd PAGE 20
FEES $14.00 Darla J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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EXHIBIT LEASE SERIAL NO. W-0315726 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being 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

608524 001

EXHIBIT LEASE SERIAL NO. W-0315726 PAGE 3

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

[redacted] [redacted] 608524 [redacted] 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608524 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 9th day of July , 19 85 .

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this of 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF WYOMING

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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 re[redacted]equired to obtain a benefit.

[redacted]

[redacted] [redacted] [redacted] 18

Form 3106-14
(September 1982)
#01308

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-3852 (Partial)

Lease effective date
March 1, 1967

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, Texas 77252

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

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

Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NW/4, NE/4, SE/4
Containing 932.22 acres, more or less

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

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

207518

RECORDED July 12 1985 2:00 PM
IN BOOK 75 Orig PAGE 26
FEES $ 18 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .
DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

608610

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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this of 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

EXHIBIT [redacted] LEASE SERIAL NO. W-3852 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 7, 8, SE/4
Containing 225.53 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NE/4, NW/4, SE/4 (or N/2, SE/4)
Containing 480.00 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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EXHIBIT

LEASE SERIAL NO. W-3852

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 10.00 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	[redacted]e

7. If any payments out of production have previously been created out of this interest, or if any such payments are [redacted] under this

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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EXHIBIT

LEASE SERIAL NO. W-3852

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

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

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

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

7. If any payments [redacted] duction have previously been created o[redacted] interest, or if any such payments are be[redacted]ved under this transfer, assignment, or [redacted] attach statement giving full details as to amount, method [illegible]

0008610 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 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.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	12.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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.

608610 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

NOTARY PUBLIC

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608610 00

[redacted] [redacted] 6C [redacted] - 1

Form 3106-14
(September 1982)
#01300

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-2701 (Partial)

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

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

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

607520

RECORDED July 12 1985 3:00 P
IN BOOK 75 Oil & Gas PAGE 34
FEES $14 [illegible]
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

608596

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 9th day of July, 19 85.

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation--Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble

as Attorney-In-Fact

of EXXON CORPORATION

this of 9th day of July, 1985

WITNESS my hand and official seal

My commission expires:
11-27-87

Mary Emma Sullivan
Notary Public

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]

EXHIBIT LEASE SERIAL NO. W-2701 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2NE/4, W/2
Containing 400.00 Acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

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

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

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3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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

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EXHIBIT LEASE SERIAL NO. W-2701

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned; as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	[redacted]

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

0085696 0001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

608596 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

NOTARY PUBLIC STATE OF COLORADO

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608596 001

[redacted] [redacted] [redacted]

Form 3106–14
(September 1982)
#01313

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-817

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

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

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)
Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

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

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

607521

RECORDED July 12 1985 2:04
IN BOOK 75 Dx G PAGE 40
FEES $14 [signature] COUNTY CLER
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST: Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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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 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation--Attorney in Fact – Wy.)

The foregoing instrument was acknowledged before me by Omer R. Humble

as Attorney-In-Fact

of EXXON CORPORATION

this of 9th day of July, 1985.

WITNESS my hand and official seal.

My commission expires:

11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC

Mary Anna Sullivan

Notary Public

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

AUTHORITY: 30 U.S.C. 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.

EXHIBIT' [redacted] LEASE SERIA[redacted] W-817 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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

42

001 608573

EXHIBIT

LEASE SERIAL NO. W-817

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	[redacted]

7. If any payment[redacted]duction have previously been created out[redacted]nterest, or if any such payments are bei[redacted]d under this

1001 0857 03

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

he undersigned, as owner of 6.3935 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 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

608573 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608573 001

[redacted] [redacted] [redacted]

Form 3106-14
(September 1982)
#01302

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0266346-A

Lease effective date
December 1, 1963

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)
Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 9: E/2E/2
Section 10: SW/4
Containing 320 acres, more or less.

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

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

207522

RECORDED July 12 1985 8:00 A
IN BOOK 75 Misc PAGE 46
FEES $14.00 Carol Lynch COUNTY CLK
SUBLETTE COUNTY PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

608518 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 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble

as Attorney-In-Fact

of EXXON CORPORATION

this of 9th day of July, 19 85.

WITNESS my hand and official seal.

My commission expires:

11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan

Notary Public

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.

EXHIBIT LEASE SERIAL NO. W-0266346-A PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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EXHIBIT LEASE SERIAL NO. W-0266346-A PAGE 2

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being 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. If any payments [redacted]duction have previously been created ou[redacted]nterest, or if any such payments are be[redacted]ed under this

0091 6085 48

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

[redacted] [redacted] 608[redacted] 001

[redacted] [redacted] [redacted] 18

Form 3106-14
(September 1982)
#01306

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0318400 (Partial)

Lease effective date
December 1, 1965

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)
Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 10: SE/4
Section 11: SE/4, SW/4
Section 14: NE/4, NW/4
Containing 800.00 acres, more or less.

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

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

607523

RECORDED July 12 1985 2:00 PM
IN BOOK 175 Misc
PAGE 52
FEES $18 Lucile Clyde
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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.*

607523 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 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble
(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

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

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

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this of 9th day of July, 19 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF WYOMING

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

EXHIBIT [redacted] LEASE SERIAL NO. W-0318400 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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

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608073 001

EXHIBIT

LEASE SERIAL NO. W-0318400

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

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 or 3101.1–4)

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

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

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

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

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

The undersigned, as owner of 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.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	12.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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EXHIBIT LEASE SERIAL NO. W-0318400 PAGE 4

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	[redacted]%

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

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

Form 3106–14
(September 1982)
#01312

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0318401

Lease effective date
November 1, 1965

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

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

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

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

207524

RECORDED July 12 1985 2:00 PM
IN BOOK 75 Oil PAGE 60
FEES $14 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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. Use 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 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation – Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
Attorney-In-Fact
as
of EXXON CORPORATION
this of 9th day of July, 19 85.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANN SULLIVAN NOTARY PUBLIC STATE OF WYOMING

Mary Ann Sullivan
Notary Public

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]

EXHIBIT LEASE SERIAL NO. W-0318401 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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

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EXHIBIT

LEASE SERIAL NO. W-0318401

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding [redacted] reviously reserved or conveyed, if any [redacted]	[redacted]

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

NOTARY PUBLIC

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

[redacted] [redacted] 608[redacted]74 001

Form 3106–14
(September 1982)
#01171

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0323140

Lease effective date
March 1, 1966

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)
Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 15: NW/4
Containing 160.00 acres, more or less.

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

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

207525

RECORDED July 1, 1985 2:00 P M
IN BOOK 75 MISC PAGE 66
FEES $4 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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

SEAL

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

607931 001

6-7

PART II

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

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

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

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

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

Executed this 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this of 9th day of July

WITNESS my hand and official seal

My commission expires:
11-27-87

MARY ANN SULLIVAN NOTARY PUBLIC

Mary Ann Sullivan
Notary Public

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 re[illegible]equired to obtain a benefit.

[redacted] [redacted] [redacted]

3160-04

EXHIBIT LEASE SERIAL NO. W-0323140 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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.

001 607931

EXHIBIT

LEASE SERIAL NO. W-0323140

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being 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. If any payments [redacted]duction have previously been created out[redacted]interest, or if any such payments are be[redacted]ed under this transfer, assi[redacted] sublease, attach statement giving full d[redacted]

001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

Form 3106-14
(September 1982)
#01309

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0322611 (Partial)

Lease effective date
April 1, 1966

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

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

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

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

007526

RECORDED July 12, 1985 2:00
IN BOOK 75 Oil & G. PAGE 72
FEES $18.00 COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ _____
(Title) (Date)

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

007936

1/2

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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation--Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 19 85.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

EXHIBIT [redacted] LEASE SERIAL NO. [redacted]22611 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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.

7U

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding [redacted] previously reserved or conveyed, if any	
7. If any payments o[redacted]uction have previously been created out [redacted]nterest, or if any such payments are bein[redacted]d under this	[redacted]

07936 001

Attached to and made a part of that certain Transfer, Assigrment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated 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 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

007936

EXHIBIT

LEASE SERIAL NO. W-0322611

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 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.

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

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

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

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

Specify interest or percent of operating rights being conveyed to assignee	6.25%
Specify interest or percent of operating rights being retained by assignor	None
Specify overriding royalty interest being reserved by assignor	None
Specify overriding [redacted]eviously reserved or conveyed, if any	[redacted]

If any payment[redacted]tion have previously been created out of [redacted]rest, or if any such payments are being [redacted] under this

0936 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

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.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	12.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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.

607936 00

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

NOTARY PUBLIC STATE OF CO

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

607936 001

Form 3106-14
(September 1982)
#01299

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0266371 (Partial)

Lease effective date
January 1, 1964

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

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

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

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

607527

RECORDED July 1, 1985 2:24
IN BOOK 75 Oil & Gas PAGE 80
FEES $18 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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 9th day of July , 19 85 .

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation – Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this 9th day of July 19 85.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan
Notary Public

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.

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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EXHIBIT LEASE SERIAL NO. W-0266371

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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

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

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

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

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

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

7. If any payments [redacted] oduction have previously been created ou[redacted] interest, or if any such payments are be[redacted]ved under this

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

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.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	12.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being 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.

Sid

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EXHIBIT LEASE SERIAL NO. W-0266371 PAGE 4

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments [redacted]duction have previously been created out [redacted] interest, or if any such payments are be[redacted]ed under this transfer, assign[redacted]ublease, attach statement giving full d[redacted] to amount, method of payment, and ot[redacted]ent terms as

607937 001

Attached to and made a part of that certain Transfer, Assigrment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being 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.

S-1

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

NOTARY PUBLIC

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

607937 001

[redacted] [redacted]

Form 3106-14
(September 1982)
#01307

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-5700

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 16: SW/4
Containing 160.00 acres, more or less.

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

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

607528

RECORDED July 12 1983 2:04 PM
IN BOOK 75 Oil & G PAGE 88
FEES $14 COUNTY CL.
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

608703 001

SJ

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 9th day of July, 19 85.

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 19 85.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF WYOMING

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

EXHIBIT [redacted] LEASE SERI[redacted] W-5700 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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608703 0011

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 10.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

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

3. Specify interest or percent of operating rights being conveyed to assignee	10.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

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

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

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

7. If any payments [redacted]duction have previously been created ou[redacted]nterest, or if any such payments are be[redacted]ed under this transfer, assign[redacted]ublease, attach statement giving full d[redacted] to amount, method of payment, and oth[redacted] pertinent terms as provided under 43 CFR 3106.

608703 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

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.

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

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	12.50%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

608703 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608703 001

[redacted] [redacted] 6-21 [redacted] 1

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Form 3106-14
(September 1982)
#02050

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-36058 (Partial)

Lease effective date
March 1, 1967

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, Texas 77252

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)
Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

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

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

207529

RECORDED July 12 1985 2:00 P M
IN BOOK 75 Misc PAGE 94
FEES $12 Doris J Yake COUNTY CLI
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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

SEAL

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 9th day of July, 19 85.

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation – Attorney in Fact – W/o.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July A.D.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY ... OF COLORADO

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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]

PO 836 • 844

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 2.5574 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

621753 001

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6-0851-1

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Form 3106–14
(September 1982)
#02051

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-1333

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

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

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

007530

RECORDED July 12 1985 2:00 P.M.
IN BOOK 75 Oil & Gas PAGE 99
FEES $12 Lee J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June, 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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

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[redacted] [redacted] [redacted]

PART II

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

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

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

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

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

Executed this 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact -- Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 19 85

WITNESS my hand and official seal.

Mary Anna Sullivan

Notary Public

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF IDAHO

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 – Tne 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.

EXHIBIT LEASE SERIAL NO. W-1333 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments [redacted] oduction have previously been created o[redacted] interest, or if any such payments are b[redacted]rved under this

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

001 108980

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

[redacted] [redacted] 6084[redacted] 12

Form 3106-14
(September 1982)
#02052

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-1334

Lease effective date
October 1, 1966

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

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

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

207531

RECORDED July 12 1985 2:00 PM
IN BOOK 75 of D PAGE 104
FEES $12 Dee J. Yake COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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 publication 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 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this of 9th day of July 85

WITNESS my hand and official seal.

Mary Anna Sullivan
Notary Public

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

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 – Tne 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.

EXHIBIT [redacted] LEASE SERI[redacted] W-1334 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. 10C

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments [redacted]uction have previously been created out [redacted]nterest, or if any such payments are be[redacted]ed under this transfer, assign[redacted]lease, attach statement giving full de[redacted] to amount, method of payment, and other pertinent terms as provided under 43

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608405 001

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Form 3106–14
(September 1982)
#02054

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0325131 (Partial)

Lease effective date
June 1, 1966

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

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

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

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

207532

RECORDED July 12 1985 2:00 PM
IN BOOK 75 Deed PAGE 109
FEES $12 Dora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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EXHIBIT. [redacted] LEASE SERIAL NO [redacted]325131 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 2.5574 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

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///

EXHIBIT* LEASE SERIAL NO. W-0325131 PAGE 2

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payment [redacted] oduction have previously been created o[redacted]s interest, or if any such payments are b[redacted]rved under this transfer, assig[redacted] sublease, attach statement giving full [redacted]s to amount, method of payment, and [redacted] pertinent terms as

608061 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

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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 9th day of July, 19 85.

Exxon Corporation

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

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

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation--Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble

as Attorney-In-Fact

of EXXON CORPORATION

this of 9th day of July, 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

GARY ANN O'SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Ann O'Sullivan
Notary Public

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] 12

Form 3106-14
(September 1982)
#02053

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-2702

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

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

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

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

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 28: E/2
Containing 320.00 acres, more or less.

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

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

207533

RECORDED July 12 1985 2:00 PM
IN BOOK 75 OR 9 PAGE 114
FEES $12 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .

DEPCO, Inc.

By J. M. Kowalski
(Assignor's Signature)
J. M. Kowalski, Vice President

ATTEST:
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title) (Date)

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

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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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this of 9th day of July 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 2.5574 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

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Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments [redacted]duction have previously been created out [redacted]nterest, or if any such payments are bei[redacted]ed under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

608699 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

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Form 3106–14
(September 1982)
#02055

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-0320387

Lease effective date
November 1, 1966

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 operating rights in the above-designated oil and gas lease, hereoy transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

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

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

#07534

RECORDED July 12 1985 2:18 M
IN BOOK 75 Misc PAGE 119
FEES $12 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June 1985

DEPCO, Inc

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] form in accordance with provisions of 43 CFR 3106.

608605 [redacted] 001

PART II

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

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

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

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

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

Executed this 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

(Corporation—Attorney in Fact — Wyo.)

STATE OF Wyoming
COUNTY OF Sublette } SS.

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Mary Anna Sullivan
Notary Public

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

AUTHORITY: 30 U.S.C. 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.

121

EXHIBIT LEASE SERIAL NO. W-0320387 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

608605 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.19675 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

The undersigned, as owner of 6.3935 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

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

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

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

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

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

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

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001 608605

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

[redacted] [redacted] 608[redacted]5 001

Form 3106–14
(September 1982)
#01310

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-0318403

Lease effective date
November 1, 1965

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

PART I

1. Assignee's Name

Exxon Corporation

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

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

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)
Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

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

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

237535

RECORDED July 12 1985 2:22 P M
IN BOOK 75 Oil PAGE 124
FEES $14 Lael A. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

Executed this 20th day of June , 1985 .
DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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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608430 001

PART II

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

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

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation--Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires:
11-27-85

MARY ANNA SULLIVAN NOTARY PUBLIC COLORADO

Mary Anna Sullivan
Notary Public

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]

EXHIBIT [redacted] LEASE SERIAL [redacted]-0318403 [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assigrment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 Acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSEDOR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608430 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone # 5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments [redacted]uction have previously been created out [redacted]nterest, or if any such payments are bei[redacted]d under this transfer, assignment, or sublease, attach statement giving full det[redacted]to amount, method of payment, and other pertinent terms as

608430 001

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608430 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608430 001

[redacted] [redacted] 60843[redacted] 14

Form 3106–14
(September 1982)

#01311

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-0320387-A

Lease effective date
November 1, 1965

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 operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

207536

RECORDED July 12 1985 2:00 P M
IN BOOK 75 OF PAGE 130
FEES $14 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of June , 1985.

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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 typed 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 9th day of July, 19 85.

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact
Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 9th day of July 1985.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan
Notary Public

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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.

EXHIBIT [redacted] LEASE SERIAL N[redacted]0320387-A [redacted] PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 5.1148 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

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EXHIBIT LEASE SERIAL NO. W-0320387-A

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments [redacted] production have previously been created o[redacted] interest, or if any such payments are b[redacted]ved under this

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608431

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

[redacted] [redacted] [redacted] 14

Form 3106-14
(September 1982)
#01301

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-1329

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)
Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

207537

RECORDED July 12 1985 8:00 AM
IN BOOK 75 D&P PAGE 134
FEES $14 Dora D. Taylor COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of June, 1985

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
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.

SEAL

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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 1985.

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan
Notary Public

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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 requ[illegible] required to obtain a benefit.

[redacted] [redacted] [redacted]

EXHIBIT LEASE SERIAL NO. W-1329 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

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EXHIBIT LEASE SERIAL NO. W-1329 PAGE 2

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	[redacted]
7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.	[redacted]

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LEASE SERIAL NO. W-1329

XHIBIT

ttached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating ights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

undersigned, as owner of 6.3935 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.

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608451 001

[redacted] [redacted] 6C [redacted] 5-7

14

Form 3106-14
(September 1982)
#01304

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-1335

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M., Sublette County, Wyoming
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less

See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

207538

RECORDED July 12 1985 2:00 P M
IN BOOK 0x6 PAGE 142
FEES $14 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	SEE ATTACHED
4. Specify interest or percent of operating rights being retained by assignor	EXHIBIT
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of June , 1985

DEPCO, Inc.

By J. V. Kowalski
(Assignor's Signature)
J. V. Kowalski, Vice President

ATTEST:
Michael D. Shepard, Secretary

1000 Petroleum Building
(Assignor's Address)
110 16th Street
Denver, CO 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

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EXHIBIT LEASE SERIAL NO. W-1335 PAGE 1

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 5.00 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(ZONE 1-B) All formations below the top of the Gannett Formation (9,630') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.00%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 5.1148 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below,

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	5.1148%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments [redacted]oduction have previously been created ou[redacted] interest, or if any such payments are be[redacted]ved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment,

608476 001

LEASE SERIAL NO. W-1335

IBIT

ached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating
ghts in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and
kon Corporation, as Assignee.

dersigned, as owner of 2.5574 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns,
subleases to the assignee shown above, the operating rights in such lease as specified below.
scribe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of
he Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and
Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the
ase of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit
well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE,
EITHER EXPRESSED ORIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	2.5574%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.19675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.19675%
4. Specify interest or percent of operating rights being 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

0847601

Attached to and made a part of that certain Transfer, Assignment, or Sublease Of Operating Rights in Oil and Gas Lease executed June 20, 1985 between DEPCO, Inc., as Assignor, and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.3935 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.3935%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

0084476 001

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of June, 1985, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires:
August 4, 1986

V. L. Dolven, Notary Public
1000 Petroleum Building
110 Sixteenth Street
Denver, Colorado 80202

608479 001

1417

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 9th day of July , 19 85 .

Exxon Corporation

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

Omer R. Humble

P. O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 9th day of July 19 85

WITNESS my hand and official seal.

My commission expires:
11-27-87

MARY ANNA SULLIVAN NOTARY PUBLIC STATE OF COLORADO

Mary Anna Sullivan
Notary Public

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 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] Federal # [redacted]
WY-266
11107

orm 3106 - 5
October 1952)

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-34033

Lease effective date
May 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name	
MM&S Partners (13.44%)	Rocky Mountain Oilfinders, Inc. (.3114%)
Address (number, street, city, state, and zip code)	
102 Inverness Terrace East Englewood, Colorado 80112	6060 South Willow Drive Englewood, Colorado 80111

The undersigned, as owner of 13.7514 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 27 NORTH, RANGE 111 WEST, 6th P.M. Section 29: NE/4 NE/4 Containing 40.00 acres, more or less, in Sublette County, Wyoming This Assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated November 3, 1978, by and between True Oil Company as Farmor and Energetics, Inc., as Farmee, as amended by Letter Agreement dated June 11, 1979.	207558 RECORDED July 15 19 85 11:00 AM IN BOOK 75 Misc PAGE 148 FEES $6.25 Laura J. Yates COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McLaurin

Specify interest or percent of assignor's record title interest being conveyed to assignee	13.7514%
Specify interest or percent of record title interest being retained by assignor, if any	NONE
Specify overriding royalty being reserved by assignor	NONE
Specify overriding royalty previously reserved or conveyed, if any 2% of 80.0%	1.6%

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 28th day of June, 19 85, but to be effective October 21, 1982.

ENERGETICS OPERATING COMPANY

by: Joseph C. Mencin
(Assignor's Signature)
Joseph C. Mencin, Agent & Attorney-in-Fact

102 Inverness Terrace East
(Assignor's Address)
Englewood, Colorado 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

148 (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.

733

W-34033

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of June, 1985, by Joseph C. Mencin, Agent & Attorney-in-Fact for Energetics Operating Company.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 7-26-86

BETTY A. HEROLD NOTARY PUBLIC STATE OF COLORADO

Betty A. Herold
Notary Public
My Commission Expires July 26, 1986
3061 East Peakview Circle
Littleton, Colorado 80121

A Federal lessee is obligated to report this information under provisions of 43 [illegible]

GPO 837 - 559

Form 3120-19
(4-1158)
(September 1966)

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. Secs. 181–263)

Gerald G. Culver
P. O. Box 2517
Casper, Wyoming 82601

Name
Street
City
State
ZIP Code

W 12576
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 358

T. 37 N., R. 114 W., 6th Prin. Mer., Wyoming — Sublette County

Sec. 27: S½
Sec. 33: All
Sec. 34: N½, N½SW¼, SE¼SW¼, SE¼

Containing a total of 1560.00 acres	Annual Rental . . . . . $ 780.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JUL 1 1968

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance
JUN 6 1968
(Date)

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

207558

RECORDED July 15 1985 11:00 A M
IN BOOK 75 Oil PAGE 150
FEES $16.00 Lana Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[signature]
FOR CLAIMANT

Return to : DW
Yates Petroleum Corp.
207 South 4th Street
Artesia, NM 88210

LEASE TERMS

Section 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, 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.*—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plat[redacted].*—At such times and in such form as the lessor may prescribe, to furnish detailed state-

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 shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surfa[redacted] resources and improvements.*—To take such reasu[redacted] as may be needed to prevent operations from unnecessarily: (1) Causing or contributing

(2) pollut ng the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements of rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of th[redacted]ates, as amended (41 U.S.C. Sec. 22) and Secs. [redacted]d 433, Title 18 U.S. Code, relating to contracts, [redacted] and form a part of this

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided,* that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided,* that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

at FOREST SUPERVISOR
TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WYOMING, 83001

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

(Signature of Lessee)

GPO 844-923

[redacted] [redacted] W [redacted]12576

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involveś removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

SIGNATURE

MAY 3 1 1968

DATE

WSO-3103.2-1
Rev. 9/64

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In reply refer to:

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general conditions under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife values or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon any partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that

revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any lands within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

No. 54-4884

SEE INSTRUCTIONS ON REVERSE

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 358 12576

State WYOMING

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel if such a lease is issued by the Bureau of Land Management as a result of this drawing.

APR 19 1968

(Date)

GERALD G. CULVER

(Signature of Applicant)

P. O. Box 2517

Casper, Wyoming 82601

(Address, include zip code)

DO NOT DETACH

157

Form 3120–13
(August 1964)
(formerly 4–1175)
PRAIRIE PUBLISHING CO., CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number

W-12576

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

July 1, 1968

New Serial Number

An undivided 50% interest to:
YATES PETROLEUM CORPORATION, a New Mexico Corporation, 207 S. 4th St., Artesia, N.M., 8821(
An undivided 25% interest to:
THE SIGNAL COMPANIES, INC., a Delaware Corporation, d/b/a SIGNAL OIL AND GAS CO., 210 N. Big Spring, Midland, Texas 79701;
An undivided 25% interest to:
ESTATE OF WILLIAM G. HELIS, a partnership, 912 Whitney Bldg.,New Orleans, La., 70130.

Township 37 North, Range 114 West, 6th P.M.
Sublette County, Wyoming

Section 27: S½
Section 33: All
Section 34: N½, N½SW¼, SE¼SW¼, SE¼

Containing 1560.00 acres, more or less

2. What interest was held by the assignor in above-described lands prior to this assignment? **100%**

3. What percentage of the assignor's interest is being conveyed to assignee? **100%** percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

4%

b. What overriding royalties or production payments, if any, were previously reserved? *(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.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22nd day of August, 19 **69.**

GERALD G. CULVER
(Assignor's Signature)

P. O. Box 2517
Casper, Wyoming 82601
(Assignor's Address)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

207560

Assignment approved as to the lands described below:

RECORDED July 15 1925 11:00AM
IN BOOK 75 Ass PAGE 157
FEES 6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective NOV 1 1969

Date approved DEC 9 1969

Return to : DW
Yates Petroleum Corp.
207 South 4th Street
Artesia, NM 88210

By Elbert M. Lane
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[redacted] [redacted] [redacted] CLAIM [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official **Form 3120–13** and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this day of , 19

(Assignee's Signature)

In the event Assignee shall desire to surrender all of any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail sixty (60) days prior to relinquishment, and said Assignor shall have fifteen (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: 8-22-69.

Signed for Identification

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120–13
(August 1964)
(formerly 4–1175)

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 22nd day of August, 69, personally appeared

GERALD G. CULVER

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.

RUBY J. SMITH Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 10, 1973

My Commission Expires

Notary Public...

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BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

459

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of May, A.D., 19 85 by and between First City National Bank of Midland, Texas, Trustee for Patricia Boyle hereinafter called Assignor and Patricia Boyle Young Young of P.O. Box 1069, Solana Beach, California 92075, 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 it 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, her heirs, personal representatives and assigns, an overriding royalty interest equal to one and 667/1000 percent (1.667%) 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 Juliann E. Jochum, as lessee, under date of September 1, 1976, bearing Serial No. W-55984 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 36 North, Range 110 West, 6 PM
Section 3: Lots 1, 2, 3, 4, S½N½, S½
Section 10: E½, E½NW¼, NW¼NW¼, SW¼
Section 14: Lot 2
Section 15: Lots 1, 2, 3, 4, NW¼NE¼, NW¼, N½SW¼, SW¼SW¼, and
containing 1605.75 acres, more or less.

207580

RECORDED July 16, 19 85 1:30 PM
IN BOOK 75 Oil PAGE 459
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 13th day of MAY, 1985.

CHARLES L. GREENE
Vice President
& Trust Officer

STATE OF Texas }
COUNTY OF Midland } SS.

On this 13th day of May, A.D., 19 85, before me personally appeared Charles L. Greene 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. for First City National Bank of Midland, Texas, Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M. Lynne Bailey
Notary Public

WY 3100-~~105~~ 107 (Mar. 1982)

A. ASSIGNE[redacted]FIES THAT the assignee and all oth[redacted]es in interest (as defined in 43 CF[redacted])-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. IT IS HEREBY CERTIFIED That the statements 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 May , 19 85 .

Patricia Boyle Young
(Assignee's Signature)

Patricia Boyle Young

P. O. Box 1069
(Assignee's Address)

Solana Beach, CA 92075
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

261

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of May, A.D., 19 85 by and between First City National Bank of Midland, Texas, Trustee for Patricia Boyle Young hereinafter called Assignor and Patricia Boyle Young of P.O. Box 1069, Solana Beach, California 92075, 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 it 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, her heirs, personal representatives and assigns, an overriding royalty interest equal to two percent (2%) 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 Robert E. Christensen, as lessee, under date of August 1, 1978, bearing Serial No. W-64226 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 106 West, 6 PM
Section 8, 9, 10, 11: All and
containing 2560 acres, more or less.

207581

RECORDED July 16 1985 1:30 PM
IN BOOK 75 Misc PAGE 161
FEES $6.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 13th day of May, 19 85.

Charles L. Greene

CHARLES L. GREENE
Vice President
& Trust Officer

STATE OF Texas
COUNTY OF Midland } SS.

On this 13th day of May, A.D., 19 85, before me personally appeared Charles L. Greene 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. for First City National Bank of Midland, Texas, Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/81

M. Lynne Bailey
Notary Public

107
WY 3100-~~105~~ (Mar. 1982)

A. ASSIGNEE [redacted]IES THAT the assignee and all oth[redacted]s in interest (as defined in 43 CF[redacted]-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. IT IS HEREBY CERTIFIED That the statements 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 May , 19 85 .

Patricia Boyle Young
(Assignee's Signature)
Patricia Boyle Young

P. O. Box 1069
(Assignee's Address)

Solana Beach, CA 92075
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE 163

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of May, A.D., 19 85 by and between First City National Bank of Midland, Texas, Trustee for Patricia Boyle Young hereinafter called Assignor and Patricia Boyle Young of P.O. Box 1069, Solana Beach, California 92075, 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 it 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, her heirs, personal representatives and assigns, an overriding royalty interest equal to one-eighth of five percent (1/8 x 5%) 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 Germaine C. Oldfather, as lessee, under date of August 1, 1978, bearing Serial No. W-64243 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 113 West
Section 7: E½SE¼
Section 18: NE¼NE¼, and
containing 120 acres, more or less.

207582

RECORDED July 16, 1985 1:30 P.M.
IN BOOK 75 Oil & Gas PAGE 163
FEES $6.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 13th day of MAY, 19 85.

Charles L. Greene

CHARLES L. GREENE
Vice President
& Trust Officer

STATE OF Texas
} SS.
COUNTY OF Midland

On this 13th day of May, A.D., 19 85, before me personally appeared Charles L. Greene 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 for First City National Bank of Midland, Texas, Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M. Lynne Bailey
Notary Public

WY 3100-105 (Mar. 1982) 107

A. ASSIGNEE CE[redacted] THAT the assignee and all other pa[redacted] interest (as defined in 43 CFR 31[redacted]) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. IT IS HEREBY CERTIFIED That the statements 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 May , 19 85 .

Patricia Boyle Young
(Assignee's Signature)
Patricia Boyle Young

P. O. Box 1069
(Assignee's Address)

Solana Beach, CA 92075
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE 385

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of May, A.D., 19 85 by and between First City National Bank of Midland, Texas, Trustee for Patricia Boyle Young hereinafter called Assignor and Patricia Boyle Young of P.O. Box 1069, Solana Beach, California 92075, 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 it 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, her heirs, personal representatives and assigns, an overriding royalty interest equal to two and 5/10 percent (2.5%) 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 Barbara A. Grandon, as lessee, under date of July 1, 1976, bearing Serial No. W-55226 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 106 West, 6 PM
Section 17: E½, E½NW¼, SW¼
Section 18: Lot 1, NE¼NE¼, W½NE¼, E½NW¼, E½SE¼
Section 20: NW¼, E½SW¼, SE¼, and
containing 1275.97 acres, more or less.

207583

RECORDED July 16 1985 1:30 PM
IN BOOK 75 Misc PAGE 165
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 13th day of MAY, 19 85.

CHARLES L. GREENE
Vice President
& Trust Officer

STATE OF Texas } SS.
COUNTY OF Midland }

On this 13th day of May, A.D., 19 85, before me personally appeared Charles L. Greene 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 for First City National Bank of Midland, Texas, Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M. Lynne Bailey
Notary Public

WY 3100-~~105~~ 107 (Mar. 1982)

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. IT IS HEREBY CERTIFIED That the statements 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 May, 19 85.

Patricia Boyle Young
(Assignee's Signature)

Patricia Boyle Young

P. O. Box 1069
(Assignee's Address)

Solana Beach, CA 92075
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of May, A.D., 19 85 by and between First City National Bank of Midland, Texas, Trustee for Patricia Boyle Young hereinafter called Assignor and Patricia Boyle Young of P.O. Box 1069, Solana Beach, California 92075, 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 it 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, her heirs, personal representatives and assigns, an overriding royalty interest equal to three and 75/100 percent (3.75%) 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 Peter E. Young, as lessee, under date of February 1, 1975, bearing Serial No. W-48815 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 106 West, 6 PM
Section 19: SE¼
Section 20: W½SW¼
Section 29: W½, SE¼
Section 30: E½
Sections 32 and 33: All, and
containing 2320.0 acres, more or less.

207584

RECORDED July 16 1985 1:30 P M
IN BOOK 75 Oil & Gas PAGE 167
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 13th day of MAY, 19 85.

Charles L. Greene

CHARLES L. GREENE
Vice President
& Trust Officer

STATE OF Texas
COUNTY OF Midland } SS.

On this 13th day of May, A.D., 19 85, before me personally appeared Charles L. Greene 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 for First City National Bank of Midland, Texas, Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M. Lynne Bailey
Notary Public

WY 3100-~~105~~ 107 (Mar. 1982)

A. ASSIGNEE [redacted]ES THAT the assignee and all other [redacted] in interest (as defined in 43 CFR [redacted]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. IT IS HEREBY CERTIFIED That the statements 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 May , 19 85 .

Patricia Boyle Young
(Assignee's Signature)

Patricia Boyle Young

P. O. Box 1069
(Assignee's Address)

Solana Beach, CA 92075
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of May, A.D., 19 85 by and between First City National Bank of Midland, Texas, Trustee for Patricia Boyle Young hereinafter called Assignor and Patricia Boyle Young of P.O. Box 1069, Solana Beach, California 92075, 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 it 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, her heirs, personal representatives and assigns, an overriding royalty interest equal to two percent (2%) 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 Laura L. Kluthe, as lessee, under date of September 1, 1977, bearing Serial No. W-60147 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

207585

Township 33 North, Range 111 West, 6 PM
Section 11: S½NW¼, N½SW¼, SE¼SW¼
Section 14: E½W½

Township 34 North, Range 111 West, 6 PM
Section 21: S½
Section 23: N½N½SW¼, SE¼NE¼SW¼, SW¼NW¼SW¼, NW¼SW¼SW¼, S½S½SW¼, NE¼SE¼SW¼, SE¼
Section 26: N½
Section 27: N½NE¼SE¼, and
containing 1640.0 acres, more or less.

RECORDED July 16 1985 1:30 PM
BOOK 75 Misc PAGE 169
FEES 6.25 Lorna J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McShane

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 13th day of MAY, 19 85.

CHARLES L. GREENE
Vice President
& Trust Officer

STATE OF Texas } SS.
COUNTY OF Midland }

On this 13th day of May, A.D., 19 85, before me personally appeared Charles L. Greene 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. for First City National Bank of Midland, Texas, Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M. Lynne Bailey
Notary Public

WY 3100-107 (Mar. 1982)

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. IT IS HEREBY CERTIFIED That the statements 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 May , 19 85 .

Patricia Boyle Young
(Assignee's Signature)

Patricia Boyle Young

P. O. Box 1069
(Assignee's Address)

Solana Beach, CA 92075
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE 171

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of May, A.D., 19 85 by and between Patricia Boyle Young hereinafter called Assignor and Mary C. Jones of P.O. Box 10, Midland, Texas 79701, 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 her 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, her heirs, personal representatives and assigns* ~~xxx owning to any interest equal to xxxx

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. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of May , 19 85 .

Mary Catherine Jones
(Assignee's Signature)

(Assignee's Address)

MARY CATHERINE JONES
P. O. BOX 10
MIDLAND, TEXAS 79702
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

372

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of May, A.D., 19 85 by and between Patricia Boyle Young, hereinafter called Assignor and Mary C. Jones, of P.O. Box 10, Midland, Texas 7970, 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 her 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, her heirs, personal representatives and assigns* an undivided royalty interest equal to 7 percent (7%) 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 Robert E. Christensen, as lessee, under date of August 1, 1978, bearing Serial No. W-64226 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 106 West, 6 PM
Section 8, 9, 10, 11: All and
containing 2560 acres, more or less.

207587

RECORDED July 16 1985 1:30 P M
IN BOOK 75 O&G PAGE 123
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 14th day of May, 19 85.

Patricia Boyle Young
Patricia Boyle Young

STATE OF Texas
} ss.
COUNTY OF Midland

On this 14th day of May, A.D., 19 85, before me personally appeared Patricia Boyle Young to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last

My commission expires:

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M. Lynne Bailey
Notary Public

* an undivided one-half interest in the overriding royalty interest owned by assignor in

[redacted] [redacted]

WY 3100-~~105~~ 107 (Mar. 1982) [redacted]

A. ASSIGNEE C[redacted]ES THAT the assignee and all other [redacted] in interest (as defined in 43 CFR [redacted](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. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of May , 19 85 .

Mary Catherine Jones
(Assignee's Signature)

(Assignee's Address)

MARY CATHERINE JONES
P. O. BOX 10
MIDLAND, TEXAS 79702
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

375

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of May, A.D., 1985 by and between Patricia Boyle Young hereinafter called Assignor and Mary C. Jones of P.O. Box 10, Midland, Texas 79701, 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 her 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, her heirs, personal representatives and assigns* an overriding royalty interest equal to ~~xxxx

A. ASSIGNEE [redacted]IES THAT the assignee and all othe[redacted]s in interest (as defined in 43 CFR [redacted]-5(b)) in this assignment [redacted]

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. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of May , 19 85 .

Mary Catherine Jones
(Assignee's Signature)

(Assignee's Address)

MARY CATHERINE JONES
P. O. BOX 10
MIDLAND, TEXAS 79702

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

-37

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of May, A.D., 19 85 by and between Patricia Boyle Young, hereinafter called Assignor and Mary C. Jones of P.O. Box 10, Midland, Texas 79701, 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 her 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, her heirs, personal representatives and assigns* an undivided one-half (½) of all of the overriding royalty interest equal to xxxx

A. ASSIGNEE [redacted]IES THAT the assignee and all othe[redacted]: in interest (as defined in 43 CFR [redacted]-5(b)) in this assignment [redacted]

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. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of May , 19 85 .

Mary Catherine Jones
(Assignee's Signature)

MARY CATHERINE JONES
P. O. BOX 10
MIDLAND, TEXAS 79702
(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.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of May, A.D., 19 85 by and between Patricia Boyle Young hereinafter called Assignor and Mary C. Jones of P.O. Box 10, Midland, Texas 79701, 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 her 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, her heirs, personal representatives and assigns* an undivided one-half (½) 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 Peter E. Young, as lessee, under date of February 1, 1975, bearing Serial No. W-48815 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 106 West, 6 PM
Section 19: SE¼
Section 20: W½SW¼
Section 29: W½, SE¼
Section 30: E½
Sections 32 and 33: All, and
containing 2320.0 acres, more or less.

207590

RECORDED July 16 1985 1:30 P M
IN BOOK 75 Oil & Gas PAGE 179
FEES $6.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, her heirs, personal representatives and assigns, forever.

WITNESS my hand and seal this 14th day of May, 19 85.

Patricia Boyle Young
Patricia Boyle Young

STATE OF Texas
} ss.
COUNTY OF Midland

On this 14th day of May, A.D., 1985, before me personally appeared Patricia Boyle Young to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last

NOTARY PUBLIC STATE OF

My commission expires

M. Lynne Bailey Notary Public
In and For State of Texas
My Commission expires 10/7/87

M Lynne Bailey
Notary Public

* an undivided one-half interest in the overriding royalty interest owned by assignor in

WY 3100-~~105~~ 107 (Mar. 1982)

A. ASSIGNEE [redacted]ES THAT the assignee and all other[redacted] in interest (as defined in 43 CFR [redacted]5(b)) in this assignment [redacted]:

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. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of May , 19 85 .

Mary Catherine Jones
(Assignee's Signature)

(Assignee's Address)
MARY CATHERINE JONES
P. O. BOX 10
MIDLAND, TEXAS 79702

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

-92

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of May, A.D., 19 85 by and between Patricia Boyle Young hereinafter called Assignor and Mary C. Jones of P.O. Box 10, Midland, Texas 79701, 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 her 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, her heirs, personal representatives and assigns* an overriding royalty interest equal to xxxx

A. ASSIGNEE [redacted]ES THAT the assignee and all other[redacted] in interest (as defined in 43 CFR [redacted]5(b)) in this assignment [redacted]:

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. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29th day of May, 19 85.

Mary Catherine Jones
(Assignee's Signature)

(Assignee's Address)

MARY CATHERINE JONES
P. O. BOX 10
MIDLAND, TEXAS 79702
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-74330

Bureau of Land Management
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann, Flag-Redfern Oil Co., Vernon T. Delgado, and Sherman H. Norton, Assignor (whether one or more) for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66%

To be broken down as follows:

John J. Christmann	.498
Flag-Redfern Oil Co.	.498
Vernon T. Delgado	.498
Sherman H. Norton	.166

Being in all a total of an undivided 1.66% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T. 30N., R.115W, 6th P.M.
Sec. 3: Lots 3, 4, S/2 NW/4, SW/4

Containing 323.95 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

Carol V. Krail

Carol V. Krail

ATTEST:
By: ~~Dale Stice, Assistant Secretary~~
STATE OF Texas
COUNTY OF Lubbock

John J. Christmann

Vernon T. Delgado

Sherman H. Norton

FLAG-REDFERN OIL COMPANY
By: Glenn S. Brant
Glenn S. Brart, President

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

Karen Roach
Notary Public

My commission expires:
5/11/87

Residing in: Lubbock, Texas

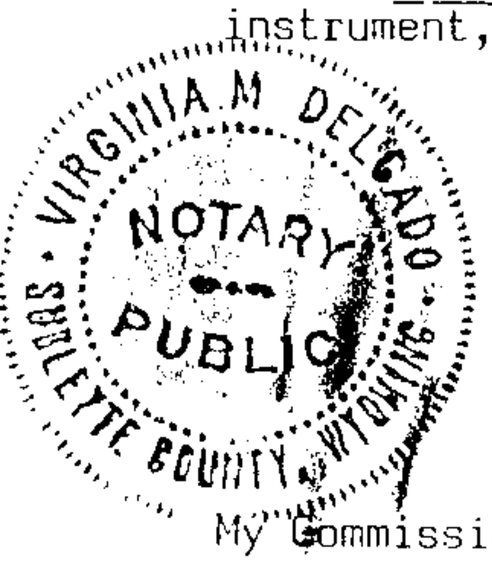
207606

RECORDED July 18 1985 12:30 P M
IN BOOK 75 O & G PAGE 183
FEES $ 10.75 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

GLENN S. BRANT, designated as the executive officer of the corporation specified opposite his name and personally known to me, being first duly sworn upon oath represented that he was the executive officer specified opposite his name of such corporation authorized to execute the above instrument on its behalf, that the seal affixed to the instrument is the corporate seal of such co[redacted]tion, that the above i[redacted]ment was signed and [redacted] on

On the 10th day of November, 1983, I hereby notorize the attached instrument, for Lease Ser. #W-74330.



Virginia M. Delgado
Notary Public

Rock Springs, Wy
Residing At

My Commission Expires:

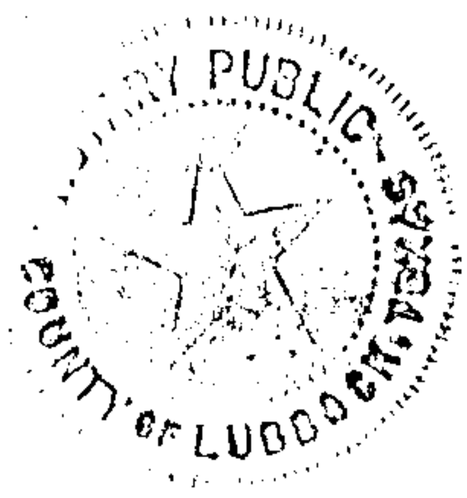
June 30, 1984

State of Texas)
) SS
County of Lubbock)

The foregoing instrument was acknowledged before me by Sherman K. Norton Jr

, this 28th day of December, 1983.

Witness my hand and official seal.



Pat Farrell
Title of officer

My Commission Expires: 4-9-88

Approved February 13, 1973.

Lease # W-74330

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-72869

Bureau of Land Management
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann et al 1500 Broadway, Suite 800 Lubbock, Texas 79401, Assignor (whether one or more) for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	2.5%

Overriding Royalty divided as follows:

John J. Christmann	0.75%
Flag Redfern Oil Co.	0.75%
Vernon T. Delgado	0.75%
Sherman H. Norton	0.25%

Being in all a total of an undivided 2.5% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T.30N.,R114W,6th P.M.
Sec.11: NW/4

207607

RECORDED July 18 1985 12:30 PM
IN BOOK 75 O&G PAGE 185
FEES $6.75 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol D. Cheney Deputy

Containing 160 acres, more or less

WITNESS our hands this 22nd day of September, 19 83

Carol V. Krail

Carol V. Krail

ATTEST:
By: Dale Stice
Dale Stice, Assistant Secretary

John J. Christmann

FLAG-REDFERN OIL COMPANY
By: Glenn S. Brant
Glenn S. Brant, President

STATE OF Texas
COUNTY OF Lubbock

On the 22nd day of September, 1983, before me personally appeared John J. Christmann, the signer of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

Sharon Loach
Notary Public

My commission expires:
5/14/87

Residing in: Lubbock, Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

GLENN S. BRANT, designated as the executive officer of the corporation specified opposite his name and personally known to me, being first duly sworn upon oath represented that he was the executive officer specified opposite his name of such corporation authorized to execute the above instrument on its behalf, that the seal affixed to the instrument is the corporate seal of such co[redacted]tion, that the above i[redacted]ment was signed and s[redacted] on

On the 10th day of November, 1983, I hereby notorize the attached instrument, for Lease Ser. # W-72869.

Virginia M. Delgado
Notary Public

Lubbock, Tex
Residing At

VIRGINIA M. DELGADO NOTARY PUBLIC LUBBOCK COUNTY, TEXAS

My Commission Expires:

June 30, 1984

State of Texas)
) SS
County of Lubbock)

The foregoing instrument was acknowledged before me by Sherman H. Norton Jr.,
, this 28th day
of December, 1983.

Witness my hand and official seal.

Pat Farrell
Title of officer

My Commission Expires: 4-9-88

Approved February 13, 1973.

PAT FARRELL NOTARY PUBLIC LUBBOCK COUNTY, TEXAS

Lease # W-72869

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # 82-0032

Commissioner of Public Lands
~~Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann et al
1500 Broadway, Suite 800 Lubbock, Texas 79401
, Assignor (whether one or more) for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	1.66%

Overriding royalty divided as follows:

John J. Christmann	.498%
Flag Redfern Oil Co.	.498%
Vernon T. Delgado	.498%
Sherman H. Norton	.166%

Being in all a total of an undivided 1.66% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T. 31N., R. 114W., 6th P.M.
Sec. 36: W/2

207608

RECORDED July 18 1985 12:30 PM
IN BOOK 75 O&G PAGE 187
FEES $6.75 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

Containing 320 acres, more or less.

WITNESS our hands this 22nd day of September, 1983.

Carol V. Kreil

John J. Christmann

Vernon T. Delgado

Sherman H. Norton

ATTEST:
BY: Dale Stice
Dale Stice, Assistant Secretary

FLAG-REDFERN OIL COMPANY
By: Glenn S. Brant
Glenn S. Brant, President

STATE OF Texas

COUNTY OF Lubbock

On the 22nd day of September, 1983 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

Sharon Roach
Notary Public

NOTARY PUBLIC
My commission expires:
5/11/87

Residing in: Lubbock, Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

GLENN S. BRANT, designated as the executive officer of the corporation specified opposite his name and personally known to me, being first duly sworn upon oath represented that he was the executive officer specified opposite his name of such corporation authorized to execute the above instrument on its behalf, that the seal affixed to the instrument is the corporate seal of such co[redacted]tion, that the above i[redacted]ment was signed and s[redacted] on behalf of FLAG-REDFERN OIL COM[redacted], by the authority of i[redacted]ard

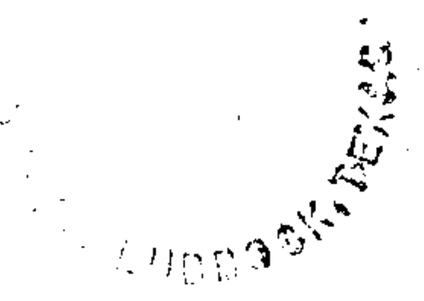
On the 10th day of November, 1983, I hereby notorize the attached instrument, for Lease Ser. #82.0032.

Virginia M Delgado
Notary Public
Lubbock Co Tx
Residing At

My Commission Expires:

June 30, 1984

State of Texas)
County of Lubbock) SS
The foregoing instrument was acknowledged before me by
Sherman D. Nealon, Jr.
of December, 1983, this 28th day
Witness my hand and official seal.



Pat Farrell
Title of officer
My Commission Expires: 4-9-88
Approved February 13, 1973.

Lease # 82-0032

ASSIGNMENT OF OVERRIDING ROYALTY

Lease Serial # W-72857

Bureau of Land Management
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That John J. Christmann et al
1500 Broadway, Suite 800 Lubbock, Texas 79401
, Assignor (whether one or more) for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amount(s) shown:

NAME	ADDRESS	PER CENT
Stuart & Barbara McKinley	P. O. Box 88 Daniel, Wyoming 83115	5.0%

Overriding Royalty divided as follows:

John J. Christmann	1.5%
Flag Redfern Oil Co.	1.5%
Vernon T. Delgado	1.5%
Sherman H. Norton	0.5%

Being in all a total of an undivided 5.0% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County State of Wyoming, under the above-designated oil and gas lease and any extension or renewal thereof, to wit:

T. 30N., R. 113W, 6th P.M.
Sec. 5: SE/4 SE/4

207609

RECORDED July 18 1985 @ 1:32 PM
IN BOOK 75 O&G PAGE 189
FEES $6.75 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

Containing 40 acres, more or less.

WITNESS our hands this 22nd day of September, 19 83

Carol V. Krail

Lowell V. Krail

ATTEST:
By: Dale Stice
Dale Stice, Assistant Secretary

John J. Christmann

Vernon T. Delgado

Sherman H. Norton

FLAG-REDFERN OIL COMPANY
By: Glenn S. Brant
Glenn S. Brant, President

STATE OF Texas
COUNTY OF Lubbock

ON THE 22nd day of September, 19 83 before me personally appeared John J. Christmann, the signor of the above instrument, who duly acknowledged to me that (he)(she) executed the same.

Sharon Roach
Notary Public

My commission expires:
5/11/87

Residing in: Lubbock, Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

GLENN S. BRANT, designated as the executive officer of the corporation specified opposite his name and personally known to me, being first duly sworn upon oath represented that he was the executive officer specified opposite his name of such corporation authorized to execute the above instrument on its behalf, that the seal affixed to the instrument is the corporate seal of such co[redacted]tion, that the above i[redacted]ument was signed and sealed on be[redacted] of FLAG-REDFERN OIL COM[redacted], by the authority of i[redacted]ard

On the 10th day of November, 1983, I hereby notorize the attached instrument, for Lease Ser. # W. 72857.

Virginia M. Delgado
Notary Public

Pinedale, Wy
Residing At

My Commission Expires:
June 30, 1984

State of Texas)
) SS
County of Lubbock)

The foregoing instrument was acknowledged before me by Sherman R. Marton Jr.,
this 28th day of December, 1983.

Witness my hand and official seal.

Pat Farrell
Title of officer

My Commission Expires: 4-9-88

Approved February 13, 1973.

Lease # W-72857

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W–48190

Lease effective date
12/1/74

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

APC Operating Partnership, a Texas limited partnership

Address *(include zip code)*

P. O. Box 4628, Houston, Texas 77210

The undersigned, as owner of 37.6853 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

T. 27 N., R. 110 W.

Sec. 2: Lots 1, 2, S/2NE/4

containing 160.76 acres, more or less
Sublette County, Wyoming

207613

RECORDED July 18 19 85 at 3:00 P M
IN BOOK 75 OEG PAGE 191
FEES $6.00 Laura Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	all (100%)
4. Specify interest or percent of operating rights being retained by assignor	none (0%)
5. Specify overriding royalty interest being reserved by assignor	none (0%)
6. Specify overriding royalty previously reserved or conveyed, if any	none (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 28th day of December, 1984
NATOMAS NORTH AMERICA, INC.
Successor by merger to Apexco, Inc.
formerly named Apache Exploration Corporation 1155 Dairy Ashford
(Assignor's Address)

By: Steven G. Crowell
Name: Steven G Crowell
Title: VICE PRESIDENT Houston, Texas 77079
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 MAR 01 1985

By [signature]
(Authorized Officer)
Chief, Oil & Gas Section,
(Title)

MAY 17 1985
(Date)

WY-0195-18007

FOR ASSIGNEE

NOTE: This form [redacted] reproduced provided that copies are exac[redacted]ctions on one sheet of both sides of this [redacted]form in accord-

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 7th day of January, 1985.

PC OPERATING PARTNERSHIP

y Apache Corporation, general partner

y: W. N. Lundberg

ame: W. N. LUNDBERG

itle: VICE PRESIDENT

P.O. Box 4628
(Assignee's Address)

Houston, TX 77210
(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.

(WY0195–18007)

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of January, 1985, personally appeared W. N. LUNDBERG to me known to be the identical person who subscribed the name of the maker thereof to the within and 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.

Frances E. Barkley
Notary Public

FRANCES E. BARKLEY
Notary Public, State of Texas
My Commission Expires February 19, 1989
Bonded by Lovett Agency / Travelers Surety Corp.

My commission expires 2/19/89

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.

When recorded return to:
Dorbina Lim
Apache Corporation
~~1700 Lincoln Street, Suite 4900~~
Denver, CO 80203-4549

192

193

18007

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-48190

Lease effective date
12/1/74

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

APC Operating Partnership, a Texas limited partnership

Address *(include zip code)*

P. O. Box 4628, Houston, Texas 77210

The undersigned, as owner of 40.722656 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

T. 27 N., R. 110 W.

Sec. 1: Lots 1,2,3,4, S/2N/2
containing 321 acres, more or less
Sublette County, Wyoming

207614

RECORDED: January 15 1985 3:30 P M
IN BOOK 75 Misc PAGE 193
FEES $6.00 Karen Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy H Cattanach

3. Specify interest or percent of operating rights being conveyed to assignee	all (100%)
4. Specify interest or percent of operating rights being retained by assignor	none (0%)
5. Specify overriding royalty interest being reserved by assignor	none (0%)
6. Specify overriding royalty previously reserved or conveyed, if any	none (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 28th day of December, 1984

NATOMAS NORTH AMERICA, INC.
Successor by merger to Apexco, Inc.
formerly named Apache Exploration Corporation

1155 Dairy Ashford
(Assignor's Address)

By: Steven C. Crowell
Name: Steven C. Crowell
Title: VICE PRESIDENT

Houston, Texas 77079
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 MAR 0 1 1985

By Frederick A. Wagner
(Authorized Officer)

Chief, Oil & Gas Section

MAY 17 1985
(Title) (Date)

FOR ASSIGNEE

WY-0195-19007

NOTE: This form [redacted] produced provided that copies are exact [redacted] tions on one sheet of both sides of this [redacted] orm in accordance with provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of January, 1985.

APC OPERATING PARTNERSHIP

By Apache Corporation, general partner

By: W. N. Lundberg

Name: W. N. LUNDBERG

Title: VICE PRESIDENT

P.O. Box 4628
(Assignee's Address)

Houston, Tx 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 County and State, on this 7th day of January, 1985, personally appeared W. N. LUNDBERG to me known to be the identical person who subscribed the name of the maker thereof to the within and 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.

Frances E. Barkley
Notary Public

FRANCES L. BARKLEY
Notary Public, State of Texas
My Commission Expires 10 [illegible]

My commission expires 2/19/89

(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.

When recorded return to:
Dorbina Lim
Apache Corporation
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549

GPO 831-844

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-69857

Lease effective date
January 1, 1980

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

L. A. Walstrom, Jr.

Address (include zip code)

P. O. BOX 730
CARPINTERIA, CA 93013-0730

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 28 North, Range 111 West, 6th P.M. Section 18: Lot 1 Section 33: SW/4SW/4 Containing 58.32 acres, more or less Sublette County, WY	

207640

RECORDED July 22 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 195
FEES $6.00 Laura J. York COUNTY CL
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	70%
4. Specify interest or percent of record title interest being retained by assignor, if any	30%
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	It is the intent of both Assignor and Assignee that the previously reserved ORRI be merged with the record title

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, 1985

Joan W. Walstrom
(Assignor's Signature)

P. O. Box 1706
(Assignor's Address)

Joan W. Walstrom

La Jolla, CA 92038
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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]ate)

PA - 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 15 day of June, 1985.

L. A. WALSTROM, JR.
P. O. BOX 730
CARPINTERIA, CA 93013-0730

L. A. Walstrom, Jr.
(Assignee's Signature)

~~P. O. Box 777~~
(Assignee's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C. ...

STATE OF COLORADO)

COUNTY OF ARAPAHOE)

On the 15th day of June, 1985, before me personally appeared Joan W. Walstrom the signor of the above instrument, who duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Jacalyn Thomas
Notary Public

My Commission Expires:

August 2, 1987 Residing at 425 S. Cherry St. #760 Denver, Colorado 80222

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

STATE OF COLORADO)

COUNTY OF ARAPAHOE)

On the 15th day of June, 1985, before me personally appeared L. A. Walstrom, Jr. the signor of the above instrument, who duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Jacalyn Thomas
Notary Public

My Commission Expires:

August 2, 1987 Residing at 425 S. Cherry #760 Denver, Colorado 80222

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

SUBLETTE COUNTY, WYOMING

ASSIGNMENT OF OIL AND GAS LEASES

The undersigned, WOODS PETROLEUM CORPORATION, One Lakeview Energy Center, 3817 N.W. Expressway, Suite 700, Oklahoma City, Oklahoma 73112 as Assignor for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto Woods 1980-II Drilling Program as Assignee, ALL of its right, title and interest in and to Oil and Gas Lease(s) as herein described on the attached Exhibit "A" attached hereto and made a part hereof.

This Assignment is made by Assignor and accepted by Assignee subject to and in accordance with the terms and provisions of the lease(s) herein assigned and subject to Assignee bearing its proportionate part of all obligations contained therein including all royalties, overriding royalties, production payments and other burdens affecting said leases as of the date of this Assignment.

This Assignment shall be subject to the terms and provisions of the letter agreements, farmout agreements, pooling agreements, operating agreements, unit agreements, unit operating agreements and any other pertinent agreements which affect the leases herein assigned and which agreements are located in the files of Woods Petroleum Corporation's corporate headquarters office in Oklahoma City, Oklahoma.

This Assignment is made without warranty of title, either expressed or implied.

Executed this 15 day of July, 1985

ATTEST:

William T. Wood

William T. Wood, Assistant Secretary

WOODS PETROLEUM CORPORATION

Larry L. Miles, Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of July, 1985, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: May 3, 1987

Mike Pruitt

Mike Pruitt, Notary Public

207668

RECORDED July 22 1985 11:00 AM
IN BOOK 75 Oil & Gas PAGE 197
FEES $8.00 Darcy Yates COUNTY CLERK
SUBLETTE COUNTY E, WYOMING

dkl/07-003/2

ASSIGNMENT OF OIL AND GAS LEASES DATED JULY 15, 1985 FROM
WOODS PETROLEUM CORPORATION TO
WOODS 1980-II DRILLING PROGRAM

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-426-10855-01	W-54466 USA	HARRY K VEAL	05-01-76	ALL SEC. 17 & W/2 SEC. 20-28N-111W FROM THE SURFACE DOWN TO THE S.E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17-1 WELL. SUBLETTE COUNTY, WYOMING		
WY-426-11981-01	W-38071 USA	JOAN CHORNEY	02-01-73	S/2 SEC 21-28N-111W FROM SURFACE TO S.E. OF 12,675 FT. SUBLETTE COUNTY, WYOMING		

198

ASSIGNMENT OF OIL AND GAS LEASES DATED JULY 15, 1985 FROM
WOODS PETROLEUM CORPORATION TO
WOODS 1980-II DRILLING PROGRAM

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-444-12390-01	W-73779 USA	ESTHER CHORNEY	05-01-67	LOTS 1, 2, 3, 4, E/2, E/2 W/2 SEC 7-27N-109W SUBLETTE COUNTY, WYOMING		

199

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Robert B. Mee
P. O. Box 11117
Salt Lake City UT 84111

Name
Street
City
State
Zip Code

W 36440
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the land is known to be embraced within a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: #426 State: Wyoming County: Sublette

T 32 N, R 114 W, 6th Prin Mer, WY

Sec 26: S½

27: W½, SE¼

207707

RECORDED July 24 1985 3:00 PM
IN BOOK 75 Misc PAGE 200
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 800.00 acres	Annual Rental . . . . . $ 400.00

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: OCTOBER 1, 1972

THE UNITED STATES OF AMERICA

By Gilbina M. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

September 8, 1972
(Date)

No. 502- 3762

SEE INSTRUCTIONS ON REVERSE

36440

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number 426

4. State WYOMING

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. Robert B. Mee 7-20-1972
(Signature of Applicant) (Date)

6. ROBERT B. MEE
P. O. BOX 11117
SALT LAKE CITY, UTAH 84111
(Address, include zip code)

DO NOT DETACH

FOR CLAIMANT

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may [redacted] furnish detailed statements showing the amounts [redacted] all products removed and sold from the lease, [redacted] from, and the amount used for production purposes [redacted] last; a plat showing [redacted] development [redacted]

and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements [redacted] by the United States or other parties; or (4) destroying [redacted] or removing fossils, historic or prehistoric ruins, or [redacted] upon any partial or total relinquishment, or the [redacted] 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 cancelation 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 [redacted]), shall be admitted to any share or part in this [redacted] derive any benefit that may arise therefrom; and [redacted] of Sec. 3741 of the Revised Statutes of the U[redacted] as amended (41

SPECIAL STIPULATION

No occupancy of the surface is authorized by this lease for the W½, SE¼, Sec 27, T 32 N, R 11¼ W. The lessee is, however, granted the right to employ directional drilling to develop the mineral resources under these areas, provided that such drilling or other works will not disturb the surface of the area.

No drilling or other surface disturbance will be allowed within 1,000 feet of the Little Cottonwood Creek in the S½, Sec 26, T 32 N, R 11¼ W.

The lessee or his designated operators shall notify the Pinedale District Manager, Bureau of Land Management, at least ten days in advance of initiation of any activities on the public land surface included in this lease. The District Manager may determine where necessary the location of all exploratory and development facilities, including but not limited to such items as roads, well sites, pipelines, etc. The District Manager may also prescribe construction, restoration and other surface protection measures to portect the land surface and prevent erosion.

203

Form 3120–13
(September 1964)
(formerly 4–1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number U-30440

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease 10-1-1972

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

Raymond Cherney
P.O. Box 144
Casper, Wyoming 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 32 North, Range 114 West, 6th P.M.

Section 26: S½
Section 27: W½, SE¼

Containing 800 acres

207708

RECORDED July 24, 1985 3:00 P.M.
IN BOOK 45 Oil & Gas PAGE 203
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

Four Per Cent of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved? *(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. This assignment is made without warranty of title, either express or implied. RBM

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of December, 19 72

Robert B. Mee
(Assignor's Signature)

(Assignor's Address)
Robert B. Mee
~~Post Office Box 11117, Salt Lake City,~~
Utah 84111

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 [illegible]

Assignment approved effective APR 1 1973

Date approved MAY 7 1973

By [illegible]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

Chief, Oil & Gas Section
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[redacted] [redacted] FOR [redacted]NT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [ ] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [ ] No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? [ ] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [ ] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address)

State of Utah)
) ss:
County of Salt Lake)

On the 18th day of December personally appeared before me Robert F. Mee, a widower, the signer of the attached instrument pertaining to M-30040, who acknowledged to me that he executed the same.

My commission expires July 1, 1976

Notary Public
Salt Lake City, Utah

2. *Qualifications of assignee.* Assignee *must* indicate

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least FORTY-FIVE days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

... serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 844-894

205

Form 3120–13
(DECEMBER 1968)
(formerly 4–1175)
MTN STATES LITHO

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number

WYOMING 36440

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
October 1, 1972

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

(name) PACIFIC TRANSMISSION SUPPLY COMPANY
245 Market Street
(address) San Francisco, California 94105

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

207709

Township 32 North, Range 114 West, 6th P.M.
Section 26: S½
Section 27: W½, SE¼

Containing 800.00 acres, m/l
Sublette County, Wyoming

RECORDED July 24 1985 3:00 P M
IN BOOK 75 Misc PAGE 205
FEES $6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

2. What interest was held by the assignor in above-described lands prior to this assignment? ALL

3. What interest is being conveyed to assignee? seventy-five percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)* none

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18 day of May , 1973

Raymond Chorney
(Assignor's Signature)

RAYMOND CHORNEY
P. O. BOX 144
CASPER, WYOMING 82601
S. S. # 003–10–1348
(Assignor's Address)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

BLANKET REQUEST FOR APPROVAL IN FILE W-030670

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective JUL 1 1973

Date approved AUG 16 1973

By [redacted]
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date) _____

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[redacted] [redacted] FO[redacted]MANT

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120–13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this day of , 19

(Assignee's Signature)

with acknowledgment added

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

Form 3120–13
(DECEMBER 1968)
(formerly 4–1175)

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 18 day of May, 1973, personally appeared RAYMOND 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 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.

DOROTHY A. BAARS – Notary Public
County of Natrona State of Wyoming
My Commission Expires June 2, 1973

My Commission Expire

Dorothy A. Baars
Notary Public...

206

207

10

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.
W-36440

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. PACIFIC TRANSMISSION SUPPLY COMPANY
245 Market Street
San Francisco, California 94105

WY 123 ORIG (C A)

The undersigned, as owner of 25 percent of record title of the above-designated o l and gas lease issued effective *(date)* 10-1-72, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*
SUBLETTE COUNTY, WYOMING
Township 32 North, Range 114 West, 6th P.M.
Section 26: S½
Section 27: W½, SE¼

Containing 800.00 acres, more/less

207710

RECORDED July 24 1985 3:20 PM
IN BOOK 75 ORD PAGE 207
FEES $6.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* ALL

4. What part of the record title interest is being retained by assignor(s)? NONE

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of January, 19 80

Raymond Chorney
(Assignor's Signature)

RAYMOND CHORNEY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80295
S.S. # 003-10-1348
(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 DEC 1 1980

By Harold G. Fincheombe
(Authorized Officer)
Chief, Br. of Lands &
Minerals Operations
DEC 1 1980
(Title)

NOTE: This [redacted] reproduced provided that copies are ex[redacted]ductions on one sheet of both sides of th[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 [X] Corporation
   For qualifications see U-38700
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 29 day of January, 1980

C. T. Clark, Jr., by his execution hereof, certifies that there is no agreement or understanding between Pacific Transmission Supply Company and the undersigned, either oral or written, by which the undersigned has received or is to receive any interest in the lease, including royalty interest or interest in any operating agreement under such lease.

PACIFIC TRANSMISSION SUPPLY COMPANY

By: C. T. Clark
C. T. Clark, Jr (Assignee's Signature) 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, San Francisco, CA 94105
(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.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

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

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 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.

COLORADO)
)
DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney

this 21st day of January, 1980.

Witness my hand and official seal.

Mary L Palmer
Notary Public

My commission expires: October 26, 1983

Form 3106–5
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No. W 36440

Lease effective date
October 1, 1972

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Natural Gas Corporation of California

Address *(include zip code)*

245 Market Street, San Francisco, CA 94106

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2–3)

207711

T32N, R114W, 6th PM
Sec. 26: S½
Sec. 27: W½, SE¼

RECORDED July 24 1985 3:00 P M
IN BOOK 75 Ord 8 PAGE 209
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

Containing 800.00 acres, m/l, Sublette County, Wyoming

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	*reduced in proportion to interest assigned; contingent interest in net profits (see attached) 6.25% *
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10 day of OCTOBER 1980, 19 .

Pacific Transmission Supply Company

R. C. Thompson
(Assignor's Signature)

R. C. Thompson (Attorney-in-Fact)

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT IS FILED IN W-56943 AND SUCH AUTHORITY IS STILL IN EFFECT.

245 Market Street
(Assignor's Address)

San Francisco, CA 94105
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

BLANKET REQUEST FOR APPROVAL IN FILE

W-2837 DEC 1 1980

Assignment approved effective

By Harold G. Stinchcomb
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations DEC 1 1980
(Title) (Date)

064414

[redacted] official form [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

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 1st day of July, 1985, before me, Beverly J. Crawford, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared R. C. Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC TRANSMISSION SUPPLY COMPANY, and acknowledged to me that he/[redacted] subscribed the name of said company thereto as principal, and his/[redacted] own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires July 29, 1986

Beverly J. Crawford
Notary Public in and for said
City, County and State

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.

GPO 857 - 287

The interest in net profits is computed on the basis of multiple leases and applicable only in such months, if any, when net production revenues (gross production revenues attributable to the leasehold interests assigned less all payments for royalties, overriding royalties -- including the 1/16th ORR reserved herein -- and any other interests payable out of production attributable to such interests) exceed the total of (i) current costs for the exploration, development, equipping, operation, and maintenance of the interests assigned and (ii) all previous unrecovered costs for such purposes in connection with such leasehold interests by an amount greater than the total current net amount payable to Assignor under the 1/16th ORR for all such leasehold interests; in any such month, Assignor will be entitled to one-half of the difference between the amount of such excess of net production revenues over the total of such current and previous costs and such amount payable under the 1/16th ORR.

TFS-W-0799

Form 25

KINTZEL BLUE PRINT CO
CASPER WYOMING

EXTENSION OF OIL AND GAS LEASE

WHEREAS, Thomas E. Stroock, P.O. Box 2875, Casper, Wyoming 82602-2875

207736

RECORDED July 25 1985 3:00 P M
IN BOOK 75 Oil & G PAGE 212
FEES $4.00 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

_____ is/ the owner(s) and holder(s) of an oil and gas lease on the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 111 West, 6th P.M.
Section 20: E½SE¼
Section 21: Lots 9 and 10
Section 29: E½E½
Section 32: NE¼NE¼

Containing 311.82 acres, more or less

~~of Section~~ _____, ~~Township~~ _____, ~~Range~~ _____ Recorded in Book 62, Page 1

WHEREAS, said lease expires in the absence of drilling operations on June 10, 1986 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended; June 10, 1991

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ----------Ten and More---------- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of five (5) years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

IN WITNESS WHEREOF, this instrument is signed on this the 13th day of May, 1985.

Doris MacGlashan Bath
Doris MacGlashan Bath, a/k/a
Doris M. Bath
A. E. Palmer
A. E. Palmer

Florence MacGlashan Palmer
Florence MacGlashan Palmer, a/k/a
Florence A. Palmer

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 13th day of May, 19 85, personally appeared Doris MacGlashan Bath, a/k/a Doris M. Bath, a widow, and Florence MacGlashan Palmer, a/k/a Florence A. Palmer and A. E. Palmer, and wife and husband, 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 DAVID L. READ - Notary Public County of Natrona State of Wyoming My Commission Expires July 1, 1985

David L. Read
Notary Public.

State of _____
County of _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A. D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said intrument 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.

212

TFS-LL-0795

Form 25

KINTZEL BLUE PRINT CO
CASPER WYOMING

EXTENSION OF OIL AND GAS LEASE

WHEREAS, Thomas E. Stroock, P.O. Box 2875, Casper, Wyoming 82602-2875

207737

RECORDED July 25 1985 3:00 P M
IN BOOK 75 Oil & Gas PAGE 213
FEE $4.00 Laura J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

is/ the owner(s) and holder(s) of an oil and gas lease on the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 111 West, 6th P.M.
Section 17: NW¼SE¼, S½SE¼
Section 20: NE¼, NW¼SE¼

Containing 320.00 acres, more or less

~~Section~~, ~~Township~~, ~~Range~~ Recorded in Book 62, Page 59

WHEREAS, said lease expires in the absence of drilling operations on June 10, 1986 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended; until June 10, 1991

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ----------Ten and More--------- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of five (5) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

IN WITNESS WHEREOF, this instrument is signed on this the 13th day of May, 19 85.

Florence MacGlashan Palmer

Florence MacGlashan Palmer

A. E. Palmer

A. E. Palmer

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 13th day of May, 19 85, personally appeared Florence MacGlashan Palmer and A. E. Palmer, wife and husband and ----------, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires DAVID E. READ Notary Public County of Natrona State of Wyoming My Commission Expires July 1st 1985

David E. Read
Notary Public.

State of .....
County of .....

ACKNOWLEDGMENT (For use by Corporation)

On this .....day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the .....of ....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said intrument to be the free act and deed of said corporation.

Witness my hand and seal this .....day of ....., A. D. 19..

(SEAL)

My Commissi... .....
Notary Public.

[redacted] [redacted] 01-04-WY-0213-0[redacted]-0

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-66842

Lease effective date
March 1, 1979

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

T27N R115W, 6th P.M.
Sec 1 Lots 5, 6, 9, SW NE

Insofar as and only insofar as operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as the stratigraphic formation found at 9,340' in the True Belco State #24-16 well located in the SE/4 SW/4 of Section 16-T29N-R114W.

207738

RECORDED July 25 1985 3:00 P.M.
IN BOOK 75 Deeds PAGE 214
FEES $6.00 Louise Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	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 10th day of July, 1985.
MTS Limited Partnership

Vice President (Assignor's Signature)
Mesa Petroleum Co., General Partner

ATTEST:
By: E. Moore
Assistant Secretary

P.O. Box 2009
Amarillo, TX 79189
(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 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.

214

666550 001

215

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed BLM 066100.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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 19th day of July, 19 85.

EXXON CORPORATION

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305
(Assignee's Address)

HOUSTON, TEXAS 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 19th day of July, 1985, by J. P. JOHNSON, Vice President of Mesa Petroleum Co., a Delaware corporation which is General Partner of MTS Limited Partnership, a Texas limited partnership, on behalf of the limited partnership.

Claudia Dewprie
Notary Public

My Commission Expires: 4-4-89

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

STATE OF Colorado } SS.
COUNTY OF Arapahoe }

(Corporation--Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 19th day of July, 1985.

WITNESS my hand and official seal.

My commission expires: 02-19-89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
[redacted]
1750 W. Hampden Ave.
Englewood, CO 80110
[redacted]

01-04-WY-02[illegible]-0030-000-0

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-80232

Lease effective date
April 1, 1979

PART I

1. **Assignee's Name**

EXXON CORPORATION

Address *(include zip code)*
P.O. BOX 2305
HOUSTON, TX 77252

The undersigned, as owner of 22.22 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

T29N R115W, 6th P.M.
Section 14: S/2, NE/4, E/2 NW/4

Insofar as and only insofar as operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as the stratigraphic formation found at 9,340' in the True Belco State #24-16 well located in the SE/4 SW/4 of Section 16-T29N-R114W.

207739

RECORDED July 25 1985 3:00 P M
IN BOOK 75 O&G PAGE 216
FEES $6.00 Lois 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	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 July, 1985.
MESA PETROLEUM CO.

By: J. P. Johnson
Vice President (Assignor's Signature)

ATTEST:
By: Thirold L. Moore
Assistant Secretary

(Assignor's Address)
P.O. Box 2009
Amarillo, TX 79189
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ 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)

ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed BLM 066100.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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 19th day of July, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305

(Assignee's Address)

HOUSTON, TEXAS 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 10th day of July, 1985, by J. P. JOHNSON, Vice President of Mesa Petroleum Co., a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF TEXAS

Claudia Dougree
Notary Public

My Commission Expires: 4-4-89

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney In Fact—W/o.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 19th day of July, 1985.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

My commission expires: 2-19-89

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

[redacted] [redacted] [redacted]

[redacted] [redacted] 01-04-WY-021 [redacted] 000-0

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-54161

Lease effective date
April 1, 1976

PART I

1. Assignee's Name
EXXON CORPORATION

Address (include zip code)
P.O. BOX 2305
HOUSTON, TX 77252

The undersigned, as owner of 25.333345 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

T29N R114W
Section 19: E/2

Insofar as and only insofar as operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as the stratigraphic formation found at 9,340' in the True Belco State #24-16 well located in the SE/4 SW/4 of Section 16-T29N-R114W.

207740

RECORDED July 25 1985 3:00 P M
IN BOOK 75 Deed PAGE 218
FEES $6.00 Lois J. Yeske 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	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of July, 1985.
MESA PETROLEUM CO.

H G Johnson
Vice President (Assignor's Signature)
ATTEST:
By: Michael L Moore
Assistant Secretary

(Assignor's Address)
P.O. Box 2009
Amarillo, TX 79189
(City) (State) (Zip Code)

SEAL 1964 DELAWARE

Title 18 U.S.C., Section 1001 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.*

663071 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed BLM 066100.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of July, 1985.

EXXON CORPORATION

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305
(Assignee's Address)

HOUSTON, TEXAS 77252
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 10th day of July, 1985, by J. P. JOHNSON, Vice President of Mesa Petroleum Co., a Delaware corporation, on behalf of the corporation.

Claudia Dewprew
Notary Public

My Commission Expires: 4-4-89

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

STATE OF Colorado }
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — W/o.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 19th day of July, 1985.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

[redacted] [redacted] 01-04-WY-0213-[redacted]0-0

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-54162

Lease effective date
April 1, 1976

PART I

1. Assignee's Name
EXXON CORPORATION

Address *(include zip code)*
P.O. BOX 2305
HOUSTON, TX 77252

The undersigned, as owner of 25.33334 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

INSOFAR AS AND ONLY INSOFAR AS LEASE COVERS:
T29N R114W
Section 29: NE

Insofar as and only insofar as operating rights in such lands and lease pertain to rights below the base of the Dakota formation, being defined as the stratigraphic formation found at 9,340' in the True Belco State #24-16 well located in the SE/4 SW/4 of Section 16-T29N-R114W.

207741

RECORDED July 25 1985 3:00 P M
IN BOOK 75 Misc PAGE 220
FEES $6.00 Lois 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	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	8.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of July, 1985.
MESA PETROLEUM CO.

By: J.P. Johnson
Vice President (Assignor's Signature)

ATTEST:
By: L. Moore
Assistant Secretary

(Assignor's Address)
P.O. Box 2009
Amarillo, TX 79189
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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.

663070 001

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed BLM 066100 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 19th day of July , 1985 .

EXXON CORPORATION

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305
(Assignee's Address)

HOUSTON, TEXAS 77252
(City) (State) (Zip Code)

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 10th day of 1985, by J. P. JOHNSON, Vice President of Mesa Petroleum Co., a Delaware corporation, on behalf of the corporation.

Claudia Dewprce
Notary Public

My Commission Expires: 4-4-89

...proved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's ... the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in ... with information required by this assignment and

STATE OF Colorado } SS.
COUNTY OF Arapahoe }

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 19th day of July, 1985.

WITNESS my hand and official seal.

My commission expires: 02-14-89

Janae L. Spidahl
Notary Public

Business address:
1750 W. Hampden Ave.
Englewood, CO 80110

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

207773

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

PART I

1. Assignee's Name
Energetics Operating Company

Address *(include zip code)*
116 Inverness Drive East
Englewood, Colorado 80112-5397

RECORDED July 29, 1985 2:00 P M
IN BOOK 75 Ox 82 PAGE 222
FEES $8.00 Lois J. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO. Dorothy McGuire

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 27 North, Range 111 West, 6th P.M.:

Section 17: SE/4

Containing 160.00 acres, more or less, in Sublette County, Wyoming

FROM THE STRATIGRAPHIC EQUIVALENT OF THE DEPTH DRILLED IN THE FEDERAL #40-20 WELL" LOCATED IN THE SE¼SE¼ OF SECTION 20, TOWNSHIP 27NORTH, RANGE 111 WEST, TO THE STRATIGRAPHIC EQUIVALENT OF THE DEPTH DRILLED IN THE FEDERAL #40-17 WELL.

This transfer is subject to that certain Farmout Agreement dated November 27, 1979 and also is subject to that certain Farmout Agreement dated August 31, 1983 by and between Williams Exploration Company and Energetics, Inc. covering the subject Oil and Gas Lease.

By assignment dated April 5, 1984, but effective March 1, 1984, Williams Exploration Company conveyed all their interest in the subject Oil and Gas Lease to Stovall Oil Company.

Subject to the Farmout Agreement between Williams Exploration Company and Energetics, Inc. dated November 17, 1979 and Farmout Agreement dated August 31, 1983, Stovall Oil Company reserves the Overriding Royalty interest herein shown, which shall be converted to a proportionately reduced 50 per cent Working Interest upon payout of the Federal #40-17 Well.

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		None
5. Specify overriding royalty interest being reserved by assignor	NET OVERRIDE	.50%
6. Specify overriding royalty previously reserved or conveyed, if any		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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created hereby, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 February, 1985

STOVALL OIL COMPANY

By: B. J. Stovall
(Assignor's Signature)

P. O. BOX 2331
(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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

WY-293
12740 222

(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.

730-1

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 28th day of June, 1985.

ENERGETICS OPERATING COMPANY

Joseph C Mencin
(Assignee's Signature)

Joseph C. Mencin, Agent & Atttorney-in-Fact

102 Inverness Terrace East
(Assignee's Address)

Englewood, Colorado 80112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

STATE OF COLORADO)
) ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 28th day of June, 1985, by Joseph C. Mencin, Agent & Attorney-in-Fact, for Energetics Operating Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires:
My Commission Expires May 1, 1988
12071 E. 12th Dr., Aurora, CO 80012

Notary FRANCES A. KISER

FRANCES A. KISER NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by B. J. Stovall
this 26th day of February, 1985.

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires:
My Commission Expires Mar. 9, 1989

Frances Stovall

FRANCES STOVALL NOTARY PUBLIC NATRONA COUNTY, WYOMING

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 207774

Lease Serial No.
W-54137

Lease effective date
April 1, 1976

PART I

1. Assignee's Name

Energetics Operating Company

Address *(include zip code)*

116 Inverness Drive East
Englewood, Colorado 80112-5397

RECORDED July 29 1985 2:00 P M
IN BOOK 75 Oil & Gas PAGE 225
FEES $ 8.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Dorothy McClure

The undersigned, as owner of 20 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 27 North, Range 111 West, 6th P.M.:

Section 17: SE/4

Containing 160.00 acres, more or less, in Sublette County, Wyoming,
FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF THE
DEPTH DRILLED IN THE FEDERAL #40-20 WELL LOCATED IN THE SE¼SE¼ CF
SECTION 20, TOWNSHIP 27 NORTH, RANGE 111 WEST, SUBLETTE COUNTY, WYOMING.

This transfer is subject to that certain Farmout Agreement datec August 31, 1983 and Amendment letters thereto, by and between Williams Exploration Company and Energetics, Inc. covering the subject Oil and Gas Lease.

By assignment dated April 5, 1984, but effective March 1, 1984, Williams Exploration Company conveyed all their interest in the subject Oil and Gas Lease to Stovall Oil Company.

Subject to the Farmout Agreement between Williams Exploration Ccmpany and Energetics, Inc. dated August 31, 1983, Stovall Oil Company reserves the Overriding Royalty Interest herein shown, which shall be converted to a proportionately reduced 50 per cent Working Interest upon payout of the Federal #40-17 Well.

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 20%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	.50%
6. Specify overriding royalty previously reserved or conveyed, if any	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.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 February, 1985.

STOVALL OIL COMPANY

B J Stovall
(Assignor's Signature)

P. O. BOX 2331
(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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title)

WY-293
12740

[redacted] eproduced provided that copies are exac[redacted]ions on one sheet of both sides of this [redacted]rm in 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 28th day of June, 19 85.

ENERGETICS OPERATING COMPANY

Joseph C Mencin

(Assignee's Signature)

Joseph C. Mencin, Agent & Attorney-in-Fact

102 Inverness Terrace East

(Assignee's Address)

Englewood, Colorado 80112

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

STATE OF COLORADO)
) ss
COUNTY OF ARPAHOE)

The foregoing instrument was acknowledged before me this 28th day of June, 1985, by Joseph C. Mencin, Agent & Attorney-in-Fact, for Energetics Operating Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires:

My Commission Expires May 1, 1989
12071 E. Hinsdale, Aurora, CO 80012

Frances A. Kiser
Notary FRANCES A. KISER

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by B. J. Stovall this 26th day of February, 1985.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires:

My Commission Expires Mar. 9, 1989

Frances Stovall

RELEASE OF OIL AND GAS LEASE

RE: 50-000114-02

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby release, relinquish, surrender, and forever quitclaim to the hereinafter named Lessors, their heirs, successors and Assigns, as their interest may appear, any and all right, title and interest whatsoever presently owned by the undersigned in and to the lands described hereinbelow by virtue of the following described Oil and Gas Lease, to-wit:

LESSOR:	Robert S. Slizeski and Rose J. Slizeski, husband and wife
LESSEE:	Amarex, Inc.
DATE:	June 19, 1981
RECORDATION:	September 30, 1981
ENTRY:	Book 63, Page 159

insofar as said Oil and Gas Lease covers the following described land:

Township 33 North, Range 108 West, 6th P.M.
Section 22: N½SE¼, S½NE¼

IN WITNESS WHEREOF, this instrument is executed on the 23rd day of July, 1985.

AMAREX, INC.

BENNETT E. BECHTOL
President

APPROVED
SRC

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On this 23rd day of July, 1985, before me, a Notary Public in and for said County and State, personally appeared BENNETT E. BECHTOL, to me known to be the President of AMAREX, INC., a corporation, and to be the identical person who subscribed the name of said corporation to the foregoing instrument as its President and acknowledges to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

NOTARY PUBLIC

My Commission Expires:
March 23, 1988

207775

RECORDED July 29 1985 2:00 PM
IN BOOK 75 Oil PAGE 228
FEES $4.00 Louise Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

228

Return to:
Lease Records
Amarex, Inc.
P. O. Box 1678
Okla. City, OK 73101

229

99630-5

6

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 12th day of June, 1985, by and between E.J. Kilburn and Irma R. Kilburn, husband and wife

Afton, Wyoming 83110

, 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 4: Lots 1 (39.28acres), 2 (39.07acres), S½NE¼

Township 34 North, Range 113 West, 6th P.M.
Section 17: SW¼NW¼, N½SW¼
Section 18: Lots 3 (35.72acres), 4 (35.86acres), SE¼NE¼, W½NE¼, E½SW¼, SW¼SE¼, NE¼SE¼
Section 20: SE¼, E½SW¼, SW¼NE¼
Section 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼
Section 29: SW¼SE¼
Section 32: NE¼, N½SE¼, SE¼SE¼
Section 33: SW¼, SW¼SE¼

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 1,629.93 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 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. JRK

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, ~~XXXXXXXXXXX~~ * 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 ~~XXXXXXXXXX~~ * of the gas so sold or used, provided that on gas sold at the well the royalty shall be ~~XXXXXXXXXXX~~ * 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. SRK

*fifteen percent (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 Star Valley State (Account # 00012017 Bank at Afton, Wyoming 83110 or any successor, herein called "depository bank," the sum of One Hundred Sixty Three and 0/100 ---------- DOLLARS ($ 163.00), 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 p[redacted] acreage.

[redacted] [redacted] [redacted]

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

520- 01- 8118
Social Security or Tax Number

E. J. Kilburn

Irma R. Kilburn

Irma-R. Kilburn

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Lincoln ss.

On this 12th day of June in the year 1985, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by E. J. Kilburn and Irma R. Kilburn 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 Dec. 2, 1987 Notary Public residing at Afton, Wy 83110

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. 207776

STATE OF Wyo
COUNTY OF Sublette ss.

This instrument was filed for record on the 29th day of July, 1985 at 2 o'clock, P M., and duly recorded in Book 75 O&G Page 229, of the records of this office.

Lois J. Yake
County Clerk -- Register of Deeds
By Dorothy McGuire
Deputy

Return to

230

$6.50

231 26-10

ASSIGNMENT AFFECTING RECORD TITLE TO UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made this 1st day of March, 1970, between THE SIGNAL COMPANIES, INC., a Delaware corporation, hereinafter called "Assignor," and SIGNAL OIL AND GAS COMPANY, a Delaware corporation, hereinafter called "Assignee";

W I T N E S S E T H:

WHEREAS, Assignee is a wholly-owned subsidiary corporation of Assignor, and Assignor desires to contribute its interest in the hereinafter-described oil and gas lease to the capital of Assignee;

NOW, THEREFORE, in consideration of the premises, Assignor does hereby grant, assign, transfer, set over and convey to Assignee, its successors and assigns, all of its interest, being an undivided 25% interest, in that certain oil and gas lease issued by the United States of America, bearing Serial Number W-12576, insofar as said lease covers the following lands in Sublette County, Wyoming:

T-37-N, R-114-W, 6th P.M.

Sec. 27: S½
Sec. 33: All
Sec. 34: N½, N½SW¼, SE¼SW¼, SE¼

207777

Containing 1560.00 acres, more or less.

RECORDED July 29 1985 2:00 P M
IN BOOK 75 Misc PAGE 231
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 10 1985
BUREAU OF LAND MANAGEMENT

This Assignment is subject to its proportionate share of the burdens of all overriding royalties and other payments out of production totaling 4% of all (8/8ths) of the production as heretofore created and shown of record.

This Assignment, as between the Assignor and the Assignee, shall be effective as of 12:01 a.m. on January 1, 1970.

Executed in multiple originals as of the day and year first hereinabove written.

12796

"ASSIGNOR"

Assignment Approved Effective JUN 1 1970

THE SIGNAL COMPANIES, INC.

By Russell Richardson
Contract Agent

"ACTING ASSISTANT MANAGER, OIL & GAS"

LAND OFFICE COPY

[redacted] [redacted] [redacted]

PARTIAL 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 AND in accordance with that certain Stipulation dated March 1, 1983, by and between Bette M. Thompson, Cross Lazy Two Land and Livestock Company, Inc., and Belco Petroleum Corporation, does hereby release, relinquish and surrender to Bette M. Thompson, the original Lessor named in said lease, her heirs, assigns, and successors, all 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 July 6, 1976, by and between Bette M. Thompson, as Lessor, and Belco Petroleum Corporation, now known as Belco Development Corporation, as Lessee, recorded September 9, 1976, in Book 53, Page 154, Oil and Gas Lease Records of the County of Sublette, State of Wyoming, insofar and only insofar as said lease covers the following described lands located in said County, to wit:

Township 29 North-Range 113 West
Section 5: Lots 2, 3, S/2NW/4, SW/4NE/4, SW/4, W/2SE/4
Section 6: S/2NE/4, E/2SE/4
Section 8: NE/4NW/4
Sublette County, Wyoming
Containing 632.10 acres, more or less

There is excepted from this release any and all right, title and interest of the undersigned under said lease in any other lands covered by said lease which are not specifically described in this release.

EXECUTED this 13th day of March, 1985.

BELCO DEVELOPMENT CORPORATION
Successor in interest to
BELCO PETROLEUM CORPORATION

J. M. Oswald, Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 13th day of March, 1985, by J. M. Oswald, the Executive Vice President of Belco Development Corporation.

WITNESS my hand and official 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

207785

1515L

RECORDED July 30 1985 10:30 A. M
IN BOOK 75 Sec PAGE 232
FEES $ 4.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol a. Cheney, Deputy

232

233

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 56026

Lease effective date
September 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

0200-0001

PART I

1. Assignee's Name
Celeron Oil and Gas Company

Address (include zip code)
7800 East Union Parkway
Tower II - Suite 500
Denver, Colorado 80237

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 31 North, Range 114 West, 6th P.M.: Section 9: S/2 Section 10: N/2 containing 640 acres, more or less, in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

207831

RECORDED August 1 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 233
FEES $8.00 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 percent
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (reducible in proportion to Assignor's interest)	2.5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any (in proportion to Assignor's Int.)	5% of 8/8

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 18th day of July, 19 84.

WILLIAMS EXPLORATION COMPANY

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-in-Fact

P. O. Box 4664
(Assignor's Address)

Houston Texas 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1984

By: /S/ ANDREW L. TARSHIS
(Authorized Officer)
Chief, Oil & Gas Section

Title FOR ASSIG[redacted] Date JUL 25 1985

WXC-WY-2[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 6th day of August , 19 84

CELERON OIL AND GAS COMPANY

By: C F Darling
(Assignee's Signature)

C. F. Darling
Vice President Exploration

7800 E. Union Parkway
(Assignee's Address)

Denver Colorado 80237
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

WYOMING

STATE OF COLORADO)
: SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOE GILL as Attorney-in-Fact for Williams Exploration Company, this 18th day of July 1984.

WITNESS my hand and official seal.

ROBERT R. HELSLEY NOTARY PUBLIC STATE OF COLORADO

Robert R. Helsley
Robert R. Helsley, Notary Public
State of Colorado
1125 Seventeenth Street, Suite 2100
Denver, Colorado 80217

My Commission Expires 10-13-87

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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this the 6th day of August, 1984, before me the undersigned Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named C. F. Darling to me personally well known, who stated that he was the Vice President of Exploration of CELERON OIL AND GAS COMPANY, and was duly authorized in his respective capacities to execute the foregoing instrument for and in the name and on the behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. In testimony whereof, I have hereunto set my hand and official seal this 6th day of August, 1984.

NOTARY PUBLIC STATE OF COLORADO

Laurel Ann Kleimo
Notary Public
7800 East Union Parkway
Denver, Colorado 80237

My Commission Expires:

March 23, 1986

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 47002

Lease effective date October 1, 1974

FOR BLM OFFICE USE ONLY

New Serial No.

0200-0002

PART I

1. Assignee's Name
Celeron Oil and Gas Company

Address (include zip code) 7800 East Union Parkway
Tower II - Suite 500
Denver, Colorado 80237

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 33 North, Range 114 West, 6th P.M.: Section 5: Lot 2 Township 34 North, Range 114 West, 6th P.M.: Section 28: N/2 NW/4 Section 33: N/2 NW/4 containing 199.62 acres, more or less, in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2 207832

RECORDED August 1 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 236
FEES $ 8.00 Laura 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 percent
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (reducible in proportion to Assignor's interest)	2.5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any (in proportion to Assignor's interest)	5% of 8/8

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 18th day of July, 1984

WILLIAMS EXPLORATION COMPANY

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-in-Fact

P. O. Box 4664
(Assignor's Address)

Houston, Texas 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1984

/S/ ANDREW L. TARSHIS
By (Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 25 1985
(Date)

FOR ASSIGNEE

236

WXC-WY-2575

PART I

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States, or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of August, 1984

CELERON OIL AND GAS COMPANY

By: C.F. Darling
(Assignee's Signature)

C.F. Darling
Vice President Exploration

7800 E. Union Parkway
(Assignee's Address)

Denver Colorado 80237
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

WYOMING

STATE OF COLORADO)
: SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOE GILL as Attorney-in-Fact for Williams Exploration Company, this 18th day of July 1984.

WITNESS my hand and official seal.

ROBERT R. HELSLEY NOTARY PUBLIC STATE OF COLORADO

Robert R. Helsley
Robert R. Helsley, Notary Public
State of Colorado
1125 Seventeenth Street, Suite 2100
Denver, Colorado 80217

My Commission Expires 10-13-87

disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

...e Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

...reau of Land Management collects this information pursuant to the law (see 43 CFR 3106-3(c)).

...reau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

...Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this the 6th day of August, 1984, before me the undersigned Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named C. F. Darling to me personally well known, who stated that he was the Vice President of Exploration of CELERON OIL AND GAS COMPANY, and was duly authorized in his respective capacities to execute the foregoing instrument for and in the name and on the behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. In testimony whereof, I have hereunto set my hand and official seal this 6th day of August, 1984.

NOTARY PUBLIC * LAUREL ANN KREIMES * STATE OF COLORADO *

Laurel Ann Kreimes
Notary Public
7800 East Union Parkway
Denver, Colorado 80237

My Commission Expires:

March 23, 1986

229

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 52386

Lease effective date November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

0200-0004

PART I

1. Assignee's Name

Celeron Oil and Gas Company

Address *(include zip code)* 7800 East Union Parkway
Tower II - Suite 500
Denver, Colorado 80237

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 33 North, Range 114 West, 6th P.M.:
Section 5: Lots 3, 4, S/2 NW/4, SW/4
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4

Township 34 North, Range 114 West, 6th P.M.:
Section 31: E/2
Section 32: N/2, SW/4
Section 33: NE/4, N/2 SE/4
Section 34: SE/4 SE/4

containing 2,030.31 acres, more or less, in Sublette County, Wyoming

Assignment approved as to lands described below

SAME AS DESCRIPTION AS ITEM 2

207833

RECORDED August 1 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 239
FEES $8.25 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100 percent
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor (reducible in proportion to Assignor's interest)	3.5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any (in proportion to Assignor's interest)	4% of 8/8

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 18th day of July , 19 84
WILLIAMS EXPLORATION COMPANY

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-in-Fact

P. O. Box 4664
(Assignor's Address)

Houston Texas 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA /S/ ANDREW L. TARSHIS

Assignment approved effective SEP 1 1984

By: Chief, Oil & Gas Section (Authorized Officer)

JUL 25 1985

WXC-WY-2676 [redacted] [redacted] (Title) FOR ASSIG[redacted] (Date)

[redacted] PA[redacted] [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 6th day of August , 1984

CELERON OIL AND GAS COMPANY

By: C.F. Darling
(Assignee's Signature)

7800 E. Union Parkway
(Assignee's Address)

C.F. Darling
Vice President Exploration

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.

WYOMING

STATE OF COLORADO)
: SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOE GILL as Attorney-in-Fact for Williams Exploration Company, this 18th day of July 1984.

WITNESS my hand and official seal.

ROBERT R. HELSLEY NOTARY PUBLIC STATE OF COLORADO

Robert R. Helsley, Notary Public
State of Colorado
1125 Seventeenth Street, Suite 2100
Denver, Colorado 80217

My Commission Expires 10-13-87

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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this the 6th day of August, 1984, before me the undersigned Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named C. F. Darling to me personally well known, who stated that he was the Vice President of Exploration of CELERON OIL AND GAS COMPANY, and was duly authorized in his respective capacities to execute the foregoing instrument for and in the name and on the behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. In testimony whereof, I have hereunto set my hand and official seal this 6th day of August, 1984.

NOTARY PUBLIC STATE OF COLORADO

Laurel Ann Kilmer
Notary Public
7800 East Union Parkway
Denver, Colorado 80237

My Commission Expires:

March 23, 1986

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

Bryan Wagner
5518 Prytania Street
New Orleans, LA 70115

W-79188
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 33 N, R 115 W, 6th Prin Mer

Sec 16: W½
21: W½

T 34 N, R 115 W,

Sec 33: Lots 1, 2, 3, 4, E½, W½E½

207860

RECORDED August 4 1985 8:00 AM
IN BOOK 75 Q & L PAGE 242
FEES $18.00 Lacy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Rental (a) (ii) Beginning 8th Year, $3 per acre or Fraction Thereof.

Containing a total of **1281.96** acres	Annual Rental . . . . . $ **1281.96**

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 /s/ Bryan Wagner
(Offeror/Lessee Signature)

(Title)

By Gloria M. Lake
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

NOV 0 3 1982
(Date)

(Atty-in-fact or Agent's Signature)

11/9/82
(Date Signed)

Effective date of lease: DEC 0 1 1982

11V262 Stip. 1

242

FOR LESSEE

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Rental (a) (ii) Beginning 6th Year, $3 per acre or fraction thereof.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all surveys and tests in form acceptable to the lessor or prescribed [redacted] of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.* — During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, [redacted] or removing fossils, historic or prehistoric ruins, or [redacted] 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 insofar as the same may be appli[redacted]

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), the USGS, and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

10/9/82
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 through MMS 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 tc conduct an intensive inventory for evidence of cultural resource values;

3. Submit a report acceptable to the authorized officer of the surface management agency and the Minerals Management Service; and

4. Implement mitigation measures required by the surface management agency to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing and salvage or other protective measures. Where impacts cannot be mitigated to the satisfaction of the surface managing agency, surface occupancy on that area must be prohibited.

The lessee or operator shall immediately bring to the attention of the Minerals Management Service or 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 Minerals Management Service.

Date 10/9/82 Signature

Forest [redacted] Supplement to
Form 3109-3

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeolgist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

10/9/82

Ray A Wayne

14. Controlled or Limited Surface Use Stipulation. This stipulation may be modified when specifically approved by the District Engineer, Geological Survey, with concurrence of the Federal surface management agency. Distances and/or time periods may be made less restrictive depending on the actual onground conditions.

The lessee/operator is given notice that all or portions of the lease area may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Any surface use or occupancy within such special areas will be strictly controlled or, if necessary, excluded. Use or occupancy will be authorized only when the lessee/operator demorstrates that the special area is essential for operations in accordance with a surface use and operations plan which is satisfactory to the Geological Survey and the Federal surface management agency for the protection of such special areas and existing or planned uses. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing oil and gas wells; however, in extremely critical situations, occupancy may only be allowed in emergencies.

After the Federal surface management agency has been advised of specific proposed surface use or occupancy on these lands, and on request of the lessee/operator, the agency will furnish more specific locations and additional information on such special areas which now include:

Description: All lands in lease.

Reason for Restriction: Steep side slopes, riparian zone.

Duration of Restriction: (year-round, month(s))

Will depend on area of proposed activity and may vary from area to area.

10/7/82
DATE

Bryan Wayne
SIGNATURE

Form 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

Sign on reverse

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(11) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(12) To address all matters relating to this stipulation to FOREST SUPERVISOR
at BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(Signature of Lessee)

GPO 850-292

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

Ruth P. Zager
237 Hamilton Road
Marion Station, PA 19066

W-79184
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 33 N, R 115 W, 6th Prin Mer

Sec 4: Lots 1, 2, 3, 4, S½N½, S½
9: All

207861

RECORDED August 4, 1985 8:00 AM
IN BOOK 75 Misc PAGE 250
FEES $18.00 Lou J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClaire

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Therof.

Containing a total of **1276.00** acres	Annual Rental $ **1276.00**

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 Ruth P. Zager
(Offeror/Lessee Signature)

(Title)

(Atty-in-fact or Agent's Signature)

10/14/82
(Date Signed)

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

NOV 09 1982
(Date)

Effective date of lease: DEC 01 1982

WY-3 Sf... Book

250

FOR LESSEE

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Therof.

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 [redacted] prescribed by [redacted] of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or [redacted] 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 applic[redacted]

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), the USGS, and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

10/12/82
Date

Ruth P. Zagar
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 through MMS the appropriate BLM office on lands managed by BLM or the appropriate surface managing agency on lands where the surface is administered by such agency to determine if a site specific cultural resource inventory is required. If a survey is required, then;

2. Engage the services of a qualified cultural resource specialist acceptable to the Federal surface management agency to conduct an intensive inventory for evidence of cultural resource values;

3. Submit a report acceptable to the authorized officer of the surface management agency and the Minerals Management Service; and

4. Implement mitigation measures required by the surface management agency to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing and salvage or other protective measures. Where impacts cannot be mitigated to the satisfaction of the surface managing agency, surface occupancy on that area must be prohibited.

The lessee or operator shall immediately bring to the attention of the Minerals Management Service or 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 Minerals Management Service.

Date 10/12/82 Signature Ruth P. Zager

Form 3109–3
(June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); June 28, 1944 (58 Stat. 483–485); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

Sign on reverse

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

(5) To pay the lessor or permitter or his tenant or the surface owner or his tenant; as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(6) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(7) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(11) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agert. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(12) To address all matters relating to this stipulation to FOREST SUPERVISOR
at [illegible] NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001
who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

Ruth P. Zager
(Signature of Lessee)

GPO 850-292

14. Controlled or Limited Surface Use Stipulation. This stipulation may be modified when specifically approved by the District Engineer, Geological Survey, with concurrence of the Federal surface management agency. Distances and/or time periods may be made less restrictive depending on the actual onground conditions.

The lessee/operator is given notice that all or portions of the lease area may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Any surface use or occupancy within such special areas will be strictly controlled or, if necessary, excluded. Use or occupancy will be authorized only when the lessee/operator demonstrates that the special area is essential for operations in accordance with a surface use and operations plan which is satisfactory to the Geological Survey and the Federal surface management agency for the protection of such special areas and existing or planned uses. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing oil and gas wells; however, in extremely critical situations, occupancy may only be allowed in emergencies.

After the Federal surface management agency has been alvised of specific proposed surface use or occupancy on these lands, and on request of the lessee/operator, the agency will furnish more specific locations and additional information on such special areas which now include:

Description: T 33 N, R 115 W
Sec 4: Lots 1-4, S½N½, S½
Sec 9: All

Reason for Restriction: Steep slopes, unstable soils, riparian zones.

Duration of Restriction: (year-round, month(s))

Will depend on area of proposed activity and may vary from area to area.

✓ 10/12/82
DATE

✓ Ruth P. Zogo
SIGNATURE

Forest [redacted]e Supplement to
Form [redacted] 3

[redacted]

[redacted]

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in these areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeolgist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

/ 10/14/82

/ Ruth P. Zager

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CONOCO INC.
P. O. Box 1267 - Ponca City, OK 74603

(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
Apache Corporation
1700 Lincoln Street, Suite 4900 - Denver, CO 80203
~~and~~
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 3.125% 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:

Lessor: Jessie Jean Robbins, et vir

Description: Township 36 North, Range 112 West
Section 36: All

Sublette County, Wyoming

Recorded: Book 48, Page 190

207880

RECORDED August 6, 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 258
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLuie

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 17th day of July, 1985.

CONOCO INC.

By: Jerry D. Hardin
Jerry D. Hardin, Attorney-in-Fact
BAB

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 17th day of July, 1985, by Jerry D. Hardin

My hand and notarial seal.

My commission expires 10/17/88

Julie Martin
Notary Public
Julie Martin

W4 0888-2033

6

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-2120

DISTRICT LAND OFFICE CHEYENNE, WY

KNOW ALL MEN BY THESE PRESENTS, That C. E. STRANGE
P. O. Box 6438
Incline Village, NV 89450
, 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
Charles E. Strange, trustee of the Charles E. Strange trust, established on May 6, 1974, or his successor in interest.	P. O. Box 6438 Incline Village, NV 89450	Three & One-Half Percent (3-1/2%)

Being in all a total of an undivided Three & One-half Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 28 N., R. 114 W., 6th P.M.
Sec. 15: W½
22: SW¼

207881

RECORDED August 6 1985 8:00 A M
IN BOOK 75 Dx2 PAGE 259
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

Containing 480.00 acres, more or less.

WITNESS our hands this 25th day of July, 1985
Witnesses:

C E Strange
C. E. STRANGE

STATE OF NEVADA
COUNTY OF WASHOE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of July, 1985, personally appeared C. E. Strange

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 Oct. 21, 1985

Sheri K Thomas
Notary Public

[redacted]

SHERI KAY THOMAS
Notary Public - State of Nevada
Appointment Recorded in Washoe Coun
[redacted]

[redacted] [redacted] W-2120 28[redacted]

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 [xx] 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 25th day of July , 1985.

Charles E. Strange, trustee of the
Charles E. Strange trust, established on
May 6, 1974, or his successor in interest.

Charles E. Strange
(Assignee's Signature)
CHARLES E. STRANGE, TRUSTEE

P. O. Box 6438
(Assignee's Address)

Incline Village, NV 89450
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE BENEFICIARIES OF THE TRUST, CHARLES E. STRANGE AND SHERRIE R. STRANGE, CERTIFY THAT THE STATEMENTS MADE HEREIN ABOVE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF AND ARE MADE IN GOOD FAITH.

Charles E. Strange
CHARLES E. STRANGE
P. O. Box 6438
Incline Village, NV 89450

Sherrie R. Strange
SHERRIE R. STRANGE
P. O. Box 6438
Incline Village, NV 89450

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-11603

DISTRICT LAND OFFICE CHEYENNE, WY

KNOW ALL MEN BY THESE PRESENTS, That C. E. STRANGE
P. O. Box 6438
Incline Village, NV 89450
, 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
Charles E. Strange, trustee of the Charles E. Strange trust, established on May 6, 1974, or his successor in interest.	P. O. Box 6438 Incline Village, NV 89450	Two Percent (2%)

Being in all a total of an undivided Two Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 28 N., R. 114 W., 6th P.M.
Sec. 21: E½

207882

RECORDED August 6 1985 8:00 A M
IN BOOK 75 O&G PAGE 261
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Containing 320.00 acres, more or less.

WITNESS our hands this 25th day of July, 1985

Witnesses:

C. E. STRANGE

STATE OF NEVADA
COUNTY OF WASHOE
} ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of July, 19 85, personally appeared C. E. Strange

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 Oct 21, 1985

Notary Public...

SHERI KAY THOMAS
Notary Public - State of Nevada
Appointment Recorded In Washoe County
MY APPOINTMENT EXPIRES OCT. 21, 1985

[redacted] [redacted] W-11603 28N/114W [redacted]

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 [XX] 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 25th day of July , 1985 .

Charles E. Strange, trustee of the Charles E. Strange trust, established on May 6, 1974, or his successor in interest.

Charles E. Strange
(Assignee's Signature)
CHARLES E. STRANGE, TRUSTEE

P. O. Box 6438
(Assignee's Address)

Incline Village, NV 89450
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE BENEFICIARIES OF THE TRUST, CHARLES E. STRANGE AND SHERRIE R. STRANGE, CERTIFY THAT THE STATEMENTS MADE HEREIN ABOVE ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF AND ARE MADE IN GOOD FAITH.

Charles E. Strange
CHARLES E. STRANGE
P. O. Box 6438
Incline Village, NV 89450

Sherrie R. Strange
SHERRIE R. STRANGE
P. O. Box 6438
Incline Village, NV 89450

Recording Requested by and
When Recorded Return to:
S. R. Shoemaker
Anadarko Petroleum Corporation
Post Office Box 1330
Houston, Texas 77251-1330

Mail Tax Statements to:
S. R. Shoemaker
Anadarko Petroleum Corporation
Post Office Box 1330
Houston, Texas 77251-1330

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of August 1, 1985, at 7:00 a.m., Houston, Texas time (the "Effective Time"), is from ANADARKO PRODUCTION COMPANY, a Delaware corporation ("Assignor"), whose address is 16855 Northchase Drive, P.O. Box 1330, Houston, Texas 77251-1330, to ANADARKO PETROLEUM CORPORATION, a Delaware corporation ("Assignee"), whose address is 16855 Northchase Drive, P.O. Box 1330, Houston, Texas 77251-1330; and

WHEREAS, Assignor has incorporated Assignee for the purpose of transferring to Assignee all of the Interests (as defined hereinbelow) and other properties as a contribution to the capital of Assignee.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, including the issuance to Assignor of 49,000 shares of common stock of Assignee, par value one dollar per share, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all of the following interests (hereinafter referred to as the "Interests"):

(a) All of the interests owned by Assignor in and to or derived under (i) the oil, gas and mineral leases, other mineral leases, geothermal leases, options to lease, overriding royalties and other interests described in Exhibit A hereto; (ii) the mineral interests, royalties, fee interests, mineral servitudes, mineral royalty interests and other interests described in Exhibit B hereto; and (iii) the easements, fee surface interests, lands, rights-of-way, surface and other leases, licenses and permits and other interests described in Exhibit C hereto; SAVE AND EXCEPT the property in the state of Kansas described in Exhibit D attached hereto and made a part hereof (the foregoing, save and except the property in the State of Kansas described in Exhibit D, shall hereinafter be referred to as the "Properties");

For purposes of recording in
Michigan: Exempt from tax
pursuant to MCLA 207.505(e).

This assignment was prepared by:
James J. Ward, Jr.
Post Office Box 1330
Houston, Texas 77251-1330

State Wyoming
Co/Par Sublette

207883

RECORDED August 6 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 263
FEES $40.00 Jane J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

(b) To the extent Assignor may lawfully assign and convey the same, all of Assignor's right, title, interest and estate in and to or derived under all properties and rights incident to the Properties or lands pooled or unitized therewith, including all of the presently existing oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, balancing agreements, heat, steam or energy sales agreements, joint venture agreements, seismic exploration agreements, area of mutual interest agreements, secondary and tertiary recovery unit agreements, farmout and farmin agreements, salt water disposal agreements, commingling agreements and all other contracts, agreements and instruments (including, without limitation, the penalty provisions thereof and future interests, reversionary rights and deferred interests) and orders in any way relating thereto, which relate to any of the Properties, or to geothermal production or to the production of oil, gas and other minerals from or attributable to the Properties, but only insofar as such contracts, agreements and instruments relate to the Properties.

(c) All of Assignor's right, title, interest and estate in and to or derived from the presently existing oil, gas, mineral or geothermal unitization, pooling and communization agreements, declarations and orders relating to the Properties and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the Properties, geothermal production or to the production of oil, gas or other hydrocarbons from or attributable to the Properties.

(d) All files, records and data in the actual or constructive possession of Assignor relating to the Properties, including, without limitation, all title records, prospect, division order and lease files, geological, geothermal, geophysical and seismic records, data and information, production records, electric logs, core data, pressure data and decline curves and graphical production curves and other related matters.

(e) All of Assignor's right, title, interest and estate in and to all personal property, improvements, lease and well equipment, water rights, easements, permits, licenses, servitudes, rights-of-way and surface rights incident to or used in conjunction with the development of leases (including, but not by way of limitation, all wells, platforms, casing, tubing, rods, pumps, tanks, tank batteries, boilers, separators, LACT units, heater-treaters, buildings, fixtures, machinery, injection facilities, salt water disposal facilities, compression facilities and other equipment, processing plants, gathering systems, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances and easements) situated upon or used or useful or held for future use in connection with the exploration, development or operation or maintenance of the Properties, or any unit, units or communitized area in which part or parts of the Properties may be included, or in connection with the production, treating, storing, transportation or marketing of oil, gas and other minerals, or geothermal production, produced from or allocated to the Properties or such unit, units or communitized area; provided this Assignment is subject to the terms and conditions of each

easement, license, permit and servitude, including any limitation upon the right of assignment.

(f) Without limitation of the foregoing, all of Assignor's right, title, interest and estate, whether real, personal or mixed, of every nature and description in and to or derived under the Properties or any of the lands covered by the Properties, whether such right, title, claim or interest be under and by virtue of an oil, gas and mineral lease, a geothermal lease, an option to lease, a mineral deed, a royalty deed, an overriding royalty assignment or reservation, a production payment, an operating agreement, a unitization, pooling, operating or communization agreement, declaration or order, a division order, a transfer order or any other type of contract, conveyance or instrument, or under and by virtue of any other type of claim or title, present or reversionary, and even though Assignor's interests therein be incorrectly described in or a description of such interests be omitted from an Exhibit hereto.

(g) All of Assignor's right, title, interest and estate in and to or derived under the off-premises facilities that serve the Properties or lands pooled or unitized therewith; subject to all matters of record, joint operating agreements, pooling and unitization agreements, gas sales agreements, gas processing agreements and any other matter affecting the Properties, to the extent same are valid and subsisting and affect the Properties, including, without limitation, all applicable and presently existing and valid communization units and spacing units; existing pooling agreements; future enlargement or diminution of units under unitization or pooling agreements; depth limitations; and future suspensions of overriding royalty interests or other payments out of production pursuant to federal, state or Indian laws, rules or regulations applicable to such Properties. The recitations in specific descriptions that certain interests are subject to a specifically described agreement or instrument shall not operate to subject any such interest to any such agreement or instrument except to the extent that such agreement or instrument is valid and presently subsisting with respect to such interest.

(h) To the extent Assignor may hold record title in and to or derived under the Properties, or any portion thereof, or any interest therein for the account of others, all of such record title, to the extent Assignor may lawfully assign and convey the same.

The Interests are assigned and accepted subject to any and all liens, claims, encumbrances, instruments, agreements and any other matters affecting the Interests, including, without limitation, the liens, claims, encumbrances, instruments, agreements and other matters described in subsections (a), (b), (c), (e), (f) and (g) above, to the extent same are subsisting, enforceable and affect the Interests.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to warrant and forever defend all and singular the said Interests unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same, or any part thereof, by, through, and under Assignor but not otherwise.

Assignor also hereby grants, assigns and transfers to Assignee, its successors and assigns, to the extent so transferable, (a) the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests and (b) full substitution and subrogation of all rights accruing under the statutes of limitations or prescription under the laws of the various states in which the Properties are located.

The parties agree that to the extent required by the applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Except as set forth above, the Interests are assigned to Assignee without recourse, covenant or warranty of any kind, express, implied or statutory, even to the return of the purchase price. Any covenants implied by statute or law by the use of the word "grant" or other similar words herein are hereby expressly restrained, disclaimed, waived and negated. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, EQUIPMENT AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMUNITION OF CONSIDERATION AND (e) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN AS OF THE EFFECTIVE TIME, IT BEING THE EXPRESS INTENTION OF BOTH ASSIGNOR AND ASSIGNEE THAT THE INTERESTS ARE HEREBY CONVEYED TO THE ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

As to oil and gas leases or interests in leases issued by the State of New Mexico and included in Exhibit A, this Assignment is not intended to be and shall not be construed as an Assignment or purported Assignment of the official or record title to such State leases, but rather shall be construed as a "Contract for Development" as permitted by applicable law.

There may exist certain prohibitions against the assignment of certain of the Interests without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Assignor. Any provision contained in this Assignment to the contrary notwithstanding, the assignment granted pursuant to the foregoing provisions hereof shall not become effective with respect to those of the Interests, if any, affected by such a restriction unless and until such time as such restriction is satisfied; whereupon the assignment granted pursuant to the foregoing provisions hereof shall become automatically effective as to such Interests as of the Effective Time, without further action on the part of the Assignor; provided, however, that if such restriction is not satisfied within 21 years less one day after the death of the last to die of all descendants of Theodore Roosevelt, late President of the United States of America, who are living at the

Effective Time, the transfer to Assignee of the Interests, if any, affected by such restriction shall be null and void. Assignor and Assignee agree to use their best efforts to obtain satisfaction of such restrictions.

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 or filing of this Assignment, (i) the counterpart to be recorded in a given county or parish may contain only those portions of the exhibits that describe property located in or offshore from that county or parish and (ii) each counterpart filed with a federal or state agency or office may contain only those portions of the exhibits that describe property under the jurisdiction of that agency or office. Assignor and Assignee have each retained a counterpart of this Assignment with complete exhibits. Another counterpart of this Assignment with complete exhibits is to be filed in the official real property records of Harris County, Texas.

The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Interests conveyed hereby or intended so to be.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Assignor, or Assignor and Assignee, have executed, or will execute, certain separate assignments of individual oil, gas and mineral leases, geothermal leases, or interests therein which are included in the Interests for filing with and approval by the United States of America and other governmental entities and agencies. Said separate assignments: are on forms prescribed or suggested by said governmental entities and agencies; evidence the conveyance and assignment of the applicable Interests herein made and do not constitute any additional conveyance or assignment of the oil, gas, mineral and geothermal leases, lands or interests therein or herein described or any rights therein; are not intended to modify, and shall not modify, any of the terms, covenants and warranties herein set forth and are not intended to create and shall not create any additional covenants and warranties of or by Assignor to Assignee; and shall 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 said separate assignment. Said separate assignments and this Assignment shall, when taken together, be deemed to constitute the one conveyance and assignment by Assignor of the applicable portion of the Interests, as hereinabove set forth. This Assignment, insofar as it pertains to those of the Interests as to which said separate assignments have been, or will be, executed for filing with and approval by the United States

of America or any other governmental entity or agency is made and accepted subject to the approval of appropriate governmental entities and agencies and to the terms of such approval, if and to the extent required by law. Assignor may be the owner of, and intends to assign to Assignee, certain interests in oil, gas, mineral and geothermal leases falling under the jurisdiction of the United States of America or other governmental entities and agencies and for which no separate assignment form is prescribed or suggested. To the extent that a single assignment document is permitted by law to transfer rights to such interests, the parties intend that this Assignment constitute such assignment document.

Reference is made to Exhibits A, B, C and D attached hereto and made a part hereof for all purposes. References in Exhibits A, B, C and D to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibits A, B, C and D are to the appropriate records of the county or counties or parish or parishes in which the Interests are located.

EXECUTED on July 30, 1985, to be effective for all purposes as of the Effective Time.

WITNESSES:

ANADARKO PRODUCTION COMPANY

By: _____
J. T. Rodgers
Executive Vice President

ATTEST:

_____
David Leal, Jr.
Assistant Secretary

WITNESSES:

ANADARKO PETROLEUM CORPORATION

By: _____
M. E. Rose
Vice President - Controller

ATTEST:

_____
S. R. Shoemaker
Assistant Secretary

Attachments:

Preamble to Exhibits A, B, C and D to Assignment, Bill of Sale and Conveyance

Exhibit A-Description of oil, gas and mineral leases, other mineral leases, geothermal leases, options to lease, overriding royalties and other interests

Exhibit B-Description of mineral interests, royalties, fee interests, mineral servitudes, mineral royalty interests and other interests

Exhibit C-Description of easements, fee surface interests, lands, rights-of-way, surface and other leases, licenses and permits and other interests

Exhibit D-Description of reserved property in Kansas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED, that I, Beverly R. Singleton, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that, on this 30th day of July, 1985, there appeared before me J. T. Rodgers, as Executive Vice President of ANADARKO PRODUCTION COMPANY, a Delaware corporation, whose address is 16855 Northchase Drive, P.O. Box 1330, Houston, Texas 77251-1330.

(Arkansas and South Dakota)

On this day and year herein mentioned, before me the undersigned, a notary public of said state, personally appeared the aforementioned person, who acknowledged himself to be the designated officer of said corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as the designated officer.

(California)

On this day and year herein mentioned, before me, the undersigned, a notary public in and for said state, personally appeared J. T. Rodgers, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Executive Vice President, and David Leal, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Secretary of the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

(Colorado, Illinois, Kansas, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, Texas, and Wyoming)

The foregoing instrument was acknowledged before me this 30th day of July, 1985, by J. T. Rodgers, Executive Vice President of Anadarko Production Company, a Delaware corporation, on behalf of said corporation.

(Louisiana)

On this day and year herein mentioned, before me, a notary public of said state, appeared the aforementioned person, to me personally known, who, being by me sworn, did say that he is the designated officer of said corporation and that this instrument was signed on behalf of said corporation by authority of its board of directors and the designated officer acknowledged this instrument to be the free act and deed of said corporation.

(Mississippi)

On this day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the above named person, being, the designated officer of said corporation, who acknowledged that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

(Utah)

On this 30th day of July, 1985, personally appeared before me J. T. Rodgers, who being by me duly sworn, did say that he is the Executive Vice President of Anadarko Production Company, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said J. T. Rodgers acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, County of Harris and State of Texas, this 30th day of July, 1985.

Beverly R. Singleton
Notary Public in and for
The State of Texas

Beverly R. Singleton
Printed Name of Notary Public

Residing at:

13635 Alon Lane

Houston, Texas 77014

My Commission Expires:

October 31, 1988

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED, that I, Ruby E. De La Garza, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that, on this 30th day of July, 1985, there appeared before me M. E. Rose, as Vice President-Controller of ANADARKO PETROLEUM CORPORATION, a Delaware corporation, whose address is 16855 Northchase Drive, P.O. Box 1330, Houston, Texas 77251-1330.

(Arkansas and South Dakota)

On this day and year herein mentioned, before me the undersigned, a notary public of said state, personally appeared the aforementioned person, who acknowledged himself to be the designated officer of said corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as the designated officer.

(California)

On this day and year herein mentioned, before me, the undersigned, a notary public in and for said state, personally appeared M. E. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President-Controller, and S. R. Shoemaker, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Secretary of the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

(Colorado, Illinois, Kansas, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, Texas, and Wyoming)

The foregoing instrument was acknowledged before me this 30th day of July, 1985, by M. E. Rose, Vice President-Controller of Anadarko Petroleum Corporation, a Delaware corporation, on behalf of said corporation.

(Louisiana)

On this day and year herein mentioned, before me, a notary public of said state, appeared the aforementioned person, to me personally known, who, being by me sworn, did say that he is the designated officer of said corporation and that this instrument was signed on behalf of said corporation by authority of its board of directors and the designated officer acknowledged this instrument to be the free act and deed of said corporation.

(Mississippi)

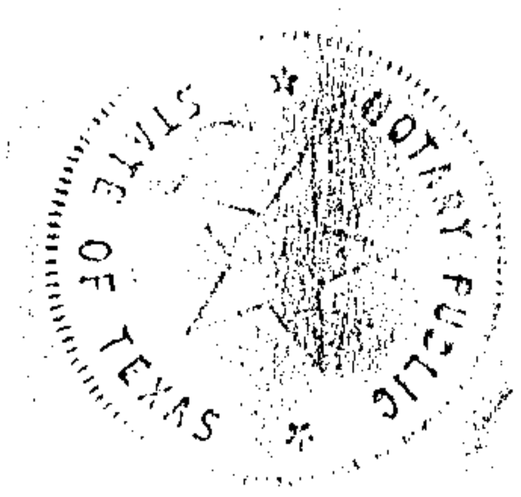
On this day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the above named person, being the designated officer of said corporation, who acknowledged that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

(Utah)

On this 30th day of July, 1985, personally appeared before me M. E. Rose, who being by me duly sworn, did say that he is the Vice President-Controller of Anadarko Petroleum Corporation, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said M. E. Rose acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, County of Harris and State of Texas, this 30th day of July, 1985.



Ruby E. De La Garza
Notary Public in and for
The State of Texas

Ruby E. De La Garza
Printed Name of Notary Public

Residing at:

5940 Arncliffe Drive

Houston, Texas 77088

My Commission Expires:

December 27, 1986

PREAMBLE TO EXHIBITS A, B, C and D TO
ASSIGNMENT, BILL OF SALE AND CONVEYANCE

1. Definitions. For all purposes of this Preamble, unless the context otherwise requires, all terms employed herein that are defined in the Assignment, Bill of Sale and Conveyance to which this Preamble is attached (the "Assignment") shall have the meanings stated in the Assignment.

2. The Preamble. This Preamble relates to the following Exhibits ("Exhibit" or "Exhibits") to the Assignment:

Exhibit A - Description of oil, gas and mineral leases, other mineral leases, geothermal leases, options to lease, overriding royalties and other interests;

Exhibit B - Description of mineral interests, royalties, fee interests, mineral servitudes, mineral royalty interests and other interests;

Exhibit C - Description of easements, fee surface interests, lands, rights-of-way, surface and other leases, and licenses and permits and other interests; and

Exhibit D - Description of reserved property in Kansas.

If no Properties of the classification covered by an Exhibit are located in a given county or parish, such Exhibit will be omitted from the counterpart of the Assignment to be filed in such county or parish.

Exhibit D will be included only on the counterparts of the Assignment to be filed in Meade, Morton, Seward and Stevens Counties, Kansas.

If a lease, or other instrument, covers land in two or more counties, or parishes, a description of the lease, or instrument, is included in the Exhibit for each of the applicable counties or parishes. Such multiple descriptions of a lease, or other instrument, are not to be construed as increasing the interest assigned to the Assignee hereunder as to such lease or instrument.

If the recorded instrument is a short form or memorandum of a Property, the term "Property" shall be deemed to include all of the interest of the Assignor in and to the instrument referred to in such short form or memorandum.

3. Exhibit A. Exhibit A is a description of oil, gas and mineral leases, other mineral leases, geothermal leases overriding royalties and other interests included in the Properties and located within the state and county or parish described in the heading of the Exhibit. Exhibit A includes the following:

Heading:	Exhibit A - Lease schedule. State and County or Parish.
Lease Number:	Assignor's internal lease identification number.

Lessor Name: The name of the lessor of the lease, the assignor of the instrument creating the overriding royalty or other interest, the assignor of the instrument assigning the lease, overriding royalty or other interest, or the name of the lessor of the lease which is subject to the overriding royalty. In the case of a federal or state lease, the serial number.

Lessee Name: The name of the lessee of the lease, the assignee of the instrument creating the overriding royalty or other interest, the assignee of the instrument assigning the lease, overriding royalty or other interest, or the name of the lessee of the lease which is subject to the overriding royalty.

Lease Date: The date or effective date of the lease, the instrument creating the overriding royalty or other interest, the instrument assigning the lease, overriding royalty or other interest, or the lease which is subject to the overriding royalty.

SEC, TWP, RNG Description: In states where a description is needed for filing purposes, the above headings are included to reflect section, township, range and description, respectively of the lands covered by the lease or other instrument or the portion thereof in which Assignor owns an interest. See Section 7 below relating to the description. If no land description appears, the land description contained in the instrument referenced is hereby incorporated by reference.

REC BOOK REC PAGE: The recordation reference of the lease or other instrument in the applicable public records of the state and county or parish shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or the file number, microfilm index number, instrument number, original act number, entry number or other identification number of the deed records, oil and gas records, official public records of real property, conveyance records, oil and gas books or other applicable public records of such state and county or parish. If no recordation reference is shown, the lease or other instrument may not be recorded in such county or parish.

4. Exhibit B. Exhibit B is a description of mineral interests, royalties, fee interests, mineral servitudes,

mineral royalty interests and other interests included in the Properties and located within the state and county or parish described in the heading of the Exhibit. Exhibit B includes the following:

Heading: Exhibit B - Fee mineral schedule. State and County or Parish.

Instrument Number: Assignor's internal instrument identification number.

Grantor Name: The name of the grantor of the instrument creating the interest or the assignor of the instrument assigning the interest.

Grantee Name: The name of the grantee of the instrument creating the interest or the assignee of the instrument assigning the interest.

Instrument Date: The date or effective date of the instrument creating the interest or the instrument assigning the interest.

SEC, TWP, RNG Description: In states where a description is needed for filing purposes, the above headings are included to reflect section, township, range and description, respectively of the lands covered by the instrument or the portion thereof in which Assignor owns an interest. See Section 7 below relating to the description. If no land description appears, the land description contained in the instrument referenced is hereby incorporated by reference.

REC BOOK REC PAGE: The recordation reference of the instrument in the applicable public records of the state and county or parish shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or the file number, microfilm index number, instrument number, original act number, entry number or other identification number of the deed records, oil and gas records, official public records of real property, conveyance records, oil and gas books or other applicable public records of such state and county or parish. If no recordation reference is shown, the instrument may not be recorded in such county or parish.

5. Exhibit C. Exhibit C is a description of easements, fee surface interests, lands, rights-of-way, surface and other leases, licenses or permits and other interests included in the Properties and located within the state and county or parish described in the heading of the Exhibit. Exhibit C includes the following:

Heading: Exhibit C - ROW/Easement/Surface Lease. State and County or Parish.

Instrument Number: Assignor's internal instrument identification number.

Grantor Name: The name of the grantor of the instrument creating the interest or the assignor of the instrument assigning the interest.

Grantee Name: The name of the grantee of the instrument creating the interest or the assignee of the instrument assigning the interest.

Instrument Date: The date or effective date of the instrument creating the interest or the instrument assigning the interest.

SEC, TWP, RNG Description: In states where a description is needed for filing purposes, the above headings are included reflecting section, township, range and description, respectively, of the property covered by the instrument or the portion thereof in which the Assignor owns an interest. See Section 7 below relating to the description. The description is also included as an aid to identify the instrument or nature thereof. If no land description appears, the land description contained in the instrument referenced is hereby incorporated by reference.

SEC, BLK, SUR Description: In Texas, the above headings are included reflecting section, block and survey, respectively, of the property covered by the instrument or the portion thereof in which Assignor owns an interest. See Section 7 below relating to the description.

REC BOOK REC PAGE: The recordation reference of the instrument in the applicable public records of the state and county or parish shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or the file number, microfilm index number, instrument number, original act number, entry or other identification number of the deed records, oil and gas records, official public records of real property, conveyance records, oil and gas books or other applicable public records of such state and county or parish. If no recordation reference is shown, the instrument may not be recorded in such county or parish.

6. Exhibit D. Exhibit D is a description of reserved property in Meade, Morton, Seward and Stevens Counties, Kansas. Exhibit D includes a narrative description and a schedule which contains the following:

Heading:	Exhibit D - Reserved Property Schedule. State of Kansas, Counties of Meade, Morton, Seward and Stevens.
Instrument Number:	Assignor's internal instrument identification number.
Grantor Name:	The name of the grantor of the instrument creating the interest.
Grantee Name:	The name of the grantee of the instrument creating the interest.
Instrument Date:	The date or effective date of the instrument creating the interest.
SEC, TWP, RNG Description:	The section, township, range and description, respectively of the property covered by the instrument creating the interest or the portion thereof in which Assignor owns an interest. See Section 7 below relating to the description.
REC BOOK REC PAGE:	The recordation reference of the instrument in the applicable public records of the above counties in Kansas. The recordation reference is to the volume or book and page or the file number, instrument number, original act number, entry number or other identification number of the deed records, oil and gas records, official public records of real property, conveyance records, oil and gas books or other applicable public records of the above counties in Kansas. If no recordation reference is shown, the instrument may not be recorded in such county.

7. Description.

(a) A land description, if included, is intended to describe (i) the land covered by the specific instrument; (ii) the portion of the land covered by the instrument in which Assignor owns an interest; or (iii) both. Such descriptions are not intended to limit the interest conveyed by the Assignment or to purport to convey any interest in excess of the Assignor's actual interest in the Properties. Such descriptions may not be complete, accurate or correct but are intended to reflect which lands are subject to or constitute the Properties or Assignor's interest therein, or both, as reflected by Assignor's computer records and are included for informational, administrative or recording purposes only. If a description is included, the Properties are expressly limited to the leases, or instruments creating the overriding

royalty, options to lease, or other interests, Insofar And Only Insofar as they cover lands and depth intervals in which the Assignor actually owns a working interest, overriding royalty, option to lease, or other interest, and do not include lands and depth intervals in which Assignor owns no interest, even though such lands and depth intervals are covered by the lease, or instrument creating the overriding royalty, option to lease, or other interest, and no depth interval is described in the Exhibit. The land description, if included, does not necessarily signify that Assignor owns the entire interest in each of the Properties as to all of the land described or as to all depth intervals, even though such land and depth intervals are covered by the lease or instrument. Depth limitations or horizontal severance, if any, is not shown.

(b) Certain land descriptions are in an abbreviated form as to sections, townships and ranges. In such descriptions the following terms may be abbreviated as follows: Northwest Quarter - NW/4 or NW1/4 or NW4 or NW; Southwest Quarter - SW/4 or SW1/4 or SW4 or SW; Southeast Quarter - SE/4 or SE1/4 or SE4 or SE; Northeast Quarter - NE/4 or NE1/4 or NE4 or NE; North Half - N/2 or N1/2 or N2; South Half - S/2 or S1/2 or S2; East Half - E/2 or E1/2 or E2; West Half - W/2 or W1/2 or W2; and Southeast quarter of the Northeast Quarter - SENE or SE4NE4, or SE4NE or SE/4NE. The applicable section township and range are identified by the abbreviations SEC, TWP and RNG, with the numerals under SEC being the section number, TWP being the township number and the numerals under RNG being the range number. The township and range numbers may be followed by a N, S, E or W to indicate whether the township or range is North, South, East or West, respectively.

(c) The 'description' column may contain the abbreviations 'Lt', 'L' or 'Lts' for 'Lot' or 'Lots'. 'Part' or 'Parts' may be abbreviated 'Pt' or 'Pts'.

(d) In the case of certain Federal, Indian and State oil, gas and mineral leases, other mineral leases or geothermal leases, the Properties may be in the nature of either record title or operating rights.

(e) The 'description' column for Exhibit C may contain certain narrative entries which generally describe a right, interest or use granted by a specific instrument (e.g. 'salt water p/l', 'road crossing permit', etc.). Such entries are for Assignor's and Assignee's administrative use and are not intended to enlarge, diminish or accurately describe the interest, rights, uses or permits granted by such instruments.

8. For purposes of the conveyance of the portion of the Interests described on Exhibit B situated within the State of North Dakota, Assignee hereby certifies that the requirement for a report or statement of full consideration paid does not

apply because this deed is for one of the transactions exempted by subdivision c of subsection 6 of § 11-18-02.2 N.D.C.C.

EXHIBIT 'A' - SCHEDULE OF OIL, GAS AND MINERAL LEASES, OTHER MINERAL LEASES, GEOTHERMAL LEASES, OPTIONS TO LEASE, OVERRIDING ROYALTIES AND OTHER INTERESTS
STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NUMBER	LESSOR NAME	LESEE NAME	LEASE DATE	SEC	TWP	RNG	DESCRIPTION	REC BOOK	REC PAGE
49035008500N	BUREAU OF LAND MANAGEMENT W-80188	ANADARKO PRODUCTION COMPANY	070182	035	30N	113W	W/2	NOT	RECORD

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-67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
SOVEREIGN INVESTMENTS, INC.

Address *(include zip code)*
1040 - 609 Granville Street
Vancouver, B.C., Canada V7Y 1G5

The undersigned, as owner of 1.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 111 West, 6th P.M. Section 6: N½NE¼ Section 7: SE¼ containing 240.0 acres, more or less Sublette County, Wyoming	

207976

PHOTOSTATIC REQUIRED ✓
INDEXED
CHECKED ✓

RECORDED August 12 1985 8:30 AM
IN BOOK 75 O&G PAGE 282
FEES $ 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1.5% of 8/8ths
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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 day of July, 1985, but effective as of June 1, 1985.

UNIVERSAL RESOURCES COMPANY

By: (Assignor's Signature)
Kevin Norris, Vice President

ATTEST:

By: Cora Bowes
Cora Bowes, Assistant Secretary

518 Seventeenth Street, Suite 238
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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.

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by Kevin Norris, Vice-President of UNIVERSAL FUELS COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: 12/21/88

Pamela J. Post
Notary Public

Residing at: 518 - 17th St., #238
Denver, Colorado 80202

2. FILING AND NUMBER OF COPIES - File three (3) completed assignments.

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.

Please Return To:
KATHLEEN A. SEDGWICK
425 SO. CHERRY ST. #760
DENVER, CO 80222

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106--3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-68117

Lease effective date
July 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

SOVEREIGN INVESTMENTS, INC.

Address *(include zip code)*
1040 - 609 Granville Street
Vancouver, B.C., Canada V7Y 1G5

The undersigned, as owner of 1.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 111 West, 6th P.M. Section 8: S½SW¼ Section 17: W½ containing 400.0 acres, more or less Sublette County, Wyoming	

20797

PURCHASING DOCUMENT
INDEXED
CHECKED

RDED August 12 1985 8:30 A.M.
OK 75 OEG PAGE 284
$6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1.5% of 8/8ths
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	7.0%

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 day of July , 1985 , but effective as of June 1, 1985.

UNIVERSAL FUELS COMPANY

By: (Assignor's Signature)
Kevin Norris, Vice-President

ATTEST:
SEAL

By
Lori Bowes, Assistant Secretary

518 Seventeenth Street, Suite 238
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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.

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by Kevin Norris, Vice-President of UNIVERSAL FUELS COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: 12/21/88

Pamela J. Root
Notary Public

Residing at: 518 - 17th Street, #238
Denver, Colorado 80202

Please Return To:
KATHLEEN A. SEDGWICK
425 SO. CHERRY ST. #500 #760
DENVER, CO 80222

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106–14
(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-51347

Lease effective date
August 1, 1975

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

SOVEREIGN INVESTMENTS, INC.

Address *(include zip code)*
1040 – 609 Granville Street
Vancouver, B.C., Canada V7Y 1G5

The undersigned, as owner of 0.9 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 27 North, Range 111 West, 6th P.M.
Section 6: S½NE¼, SE¼
Section 7: NE¼
Section 8: NW¼, N½SW¼

containing 640.0 acres, more or less
Sublette County, Wyoming

20798

PHOTOSTATIC RECORD
INDEXED
CHECKED

RECORDED August 12 1985 8:30 A M
IN BOOK 75 Oil & Gas PAGE 286
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	0.9% of 8/8ths
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this day of July, 1985, but effective as of June 1, 1985.

UNIVERSAL FUELS COMPANY

(Assignor's Signature)
Kevin Norris, Vice-President

518 Seventeenth Street, Suite 238
(Assignor's Address)

ATTEST:
SEAL
By Carol Bowes
Carol Bowes, Assistant Secretary

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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.

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by Kevin Norris, Vice-President of UNIVERSAL FUELS COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires: 12/21/88

NOTARY PUBLIC STATE OF COLORADO

Pamela J. Post
Notary Public

Residing at: 518 - 17th Street, #238
Denver, Colorado 80202

2. FILING AND NUMBER OF ... (b) Complete ... assignment.

Please Return To:
KATHLEEN A. SEDGWICK
425 SO. CHERRY ST. #500 #760
DENVER, CO 80222

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.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Inc., a Delaware corporation, 102 Inverness Terrace, E, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 2 % of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 17th day of July, 1985

ATTEST:

ENERGETICS INC.

By: _____
Jordan R. Smith
President/CEO

Assistant Secretary

15285

WY-004

RECORDED Aug 2 1985 10:34 AM
IN BOOK 75 PAGE 288
FEES $8.00 Lois Yuke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Sheenan Deputy

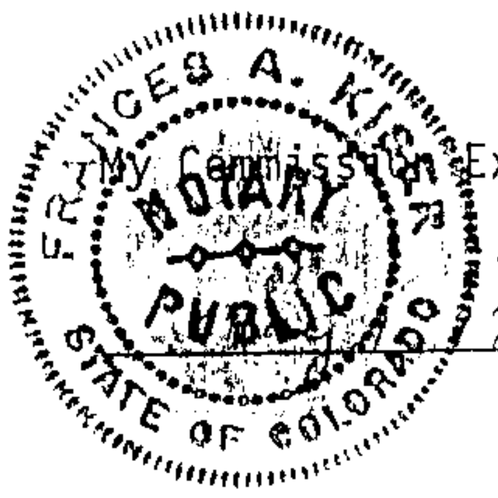
207954

PHOTOSTATIC
INDEXED
CHECKED

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Jordan R. Smith, President/CEO of Energetics, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1985



My Commission Expires:

7-29-89

Notary Public
Residing at:

My Commission Expires July 29, 1989
12071 E. Hoya Dr., Aurora, CO 80012

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Energetics, Inc., a Delaware corporation, as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 17th day of July, 19 85, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15285	W-54471	Angelo Liberatore	9/1/76	Township 28 North - Range 112 West Section 35: Lots 1,2,3, SE/4NE/4		

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Inc., a Delaware corporation, 102 Inverness Terrace, E, Englewood, Colorado 80112, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer and assign and set over unto the Energetics Royalty Corporation, a Delaware corporation, 116 Inverness Drive East, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 1 % of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 17th day of July, 1985.

ATTEST:

ENERGETICS, INC. CORPORATE SEAL 1982

Assistant Secretary

ENERGETICS INC.

By:
Jordan R. Smith
President/CEO

RECORDED August 6 1985 10:20 A.M.
BOOK 75 PAGE 291
FEES 8.00 Lois A. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Mary Carol A. Cheney, Deputy

207955

15285

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Jordan R. Smith, President/CEO of Energetics, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, 1995

FRANCES A. KISH NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:

May 1, 1997

Frances A. Kish
Notary Public
Residing at:

My Commission Expires May 1, 1997
12071 E. Hoye Dr., Aurora, CO 80012

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Energetics, Inc., a Delaware corporation, as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 17th day of July, 19 85 covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15285	W-54471	Angelo Liberatore	9/1/76	Township 28 North - Range 112 West Section 35: E/2SE/4, SW/4SE/4		

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Energetics Inc., a Delaware corporation, 102 Inverness Terrace, E, 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, 102 Inverness Terrace E, Englewood, Colorado 80112 (hereinafter referred to as "Assignee") an overriding royalty, free and clear of all cost and expense of development and operations, except taxes applicable to said interest from the production therefrom, in the amount of 1% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands (lease acreage) described in Exhibit "A" attached hereto and by their reference made a part hereof, said lease acreage situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD the interest transferred and assigned unto Assignee, their heirs, devisees, personal representatives, successors, and assigns, forever subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of said leases or any extension or renewal thereof.

2. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas, and other hydrocarbon substances used for operating, development or production purposes upon said lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

3. This Assignment of Overriding Royalty is made without warranty of title, either express or implied.

4. The overriding royalty interest herein transferred shall be a burden only upon the interest presently owned by Assignor in the oil and gas leases and leasehold estates described in Exhibit "A". If Assignor's interest in said leasehold estates is less than the entire interest or if the lessor's interest in the leased minerals is less than the entire interest, then the above overriding royalty interest shall be reduced proportionately.

5. Assignor reserves the right, without consent of Assignee, to pool, unitize, or otherwise combine all or any portion of said lease and other lands and the overriding royalty interest herein conveyed with any other leases covering other lands in the vicinity thereof. In the event Assignor shall enter into any such pooling, unitization, or other arrangement, Assignee's overriding royalty interest share shall be ascertained, computed, and paid on the amount of production (or proceeds of sale thereof) allocated to said lands in accordance with such arrangement.

6. It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This instrument shall inure to the benefit of and be binding upon Assignor and Assignee, their successors and assigns.

EXECUTED THIS 16th day of July, 1985.

ATTEST:

ENERGETICS INC. CORPORATE SEAL 1982 DELAWARE

Assistant Secretary

ENERGETICS INC.

By: Jordan R. Smith
President/CEO

15285

BY-004

RECORDED August 12 1985 10:30 A.M.
IN BOOK 75 OF PAGE 294
FEES $ Lois Lynch COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy

207956

PHOTOSTATIC RECORD	✓
INDEXED	✓
CHECKED	✓

STATE OF COLORADO

COUNTY OF ARAPAHOE

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Jordan R. Smith, President/CEO of Energetics, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of July, 1985.

My Commission Expires:

July 11, 1987

NOTARY PUBLIC

Cynthia P. Stephens
Notary Public
Residing at: 2980 S. Ceylon Way
Aurora, Colorado 80013

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty between Energetics, Inc., a Delaware corporation, as Assignor, and Energetics Royalty Corporation, as Assignee, dated this 16th day of July, 1985, covering lands in Sublette County, Wyoming.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15285	W-54471	Angelo Liberatore	9/1/76	Township 28 North - Range 112 West Section 35: E/2SE/4, SW/4SE/4		

PHOTOSTATIC RECORDED
INDEXED
CHECKED

RECORDED August 12 1985 3:00 P.M.
IN BOOK 75 Misc PAGE 297
FEE $6.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Adams

208028

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DARRYL EMMERT, 590 Front Range Road, Littleton, Colorado 80120, Assignor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over, unto Assignee as follows:

R. K. O'CONNELL — an undivided one quarter of one percent of eight eighths (.25%)

as an overriding royalty on all oil, gas and 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:

Lessor: The United States of America, Serial Number W 57546
Lessee: Patricia Halagan
Date: February 1, 1977
Recorded: ---
Description: Township 28 North, Range 115 West, 6th P.M.
Section 26: All
Section 27: NE¼
SUBLETTE COUNTY, WYOMING

TO HAVE AND TO HOLD the overriding royalty interests herein transferred and assigned unto the Assignees, their heirs, devisees, personal representives, successors and assigns, forever, subject only to the following terms and conditions:

A. The overriding royalty interest herein assigned is payable out of and only out of proceeds received from the oil and gas produced, saved and marketed pursuant to the terms and provisions of the above-described oil and gas lease, less applicable taxes paid on such production. The overriding royalty interest herein assigned shall in no event be paid or accrued on oil, gas, casinghead gas and other hydrocarbons which are unavoidably lost, which are used for operating, developing and producing purposes on the above-described land, or which are used for repressuring, recycling or pressure maintenance operations benefiting said land.

B. In the event the oil and gas lease and lands herein assigned cover less that the entire oil, gas and mineral leasehold estate, or in the event the interest of the Assignor herein covers less than the full undivided oil and gas leasehold interest, or in the event the interest of Assignor herein is to be contractually reduced at payout, or in the event all or any portion of the lease is pooled or unitized with other leases in a properly formed producing unit, then the overriding royalty interest herein assigned shall be reduced proportionately.

C. The overriding royalty interest herein assigned is specifically subject to the reserved exclusive right of Assignor to develop and operate the lease and lands described above in such manner and to such extent as it deems reasonable and proper without any liability whatsoever to Assignees, and nothing contained herein shall be construed to obligate Assignor to drill for, produce or market oil or gas from the above-described lease to any greater extent than required by the terms and conditions of such lease.

D. The overriding royalty interest herein assigned is specifically subject to the reserved and exclusive right of Assignor is its sole judgement, either before or after production begins, to unitize, pool or combine all or any part of the above-described lease, lands or formations thereunder with any other leases, lands or formations, and to terminate, alter, enlarge or modify such unitized area, at any time deemed advisable by Assignor to properly develop

[redacted] [redacted] [redacted]

and operate the lease herein assigned, all without liability to Assignees, who shall promptly approve and ratify all such plans upon request. In the event that hydrocarbon production from the unitized lease, lands or formations herein assigned is allocated to different portions of the unitized area, Assignees' overriding royalty interests shall be computed and paid only on the production allocated to tracts assigned herein just as though such allocated hydrocarbons had actually been produced therefrom.

E. Payment of the overriding royalty interest herein assigned on oil production from federal leases producing 15 barrels of oil per day per well or less when averaged monthly, shall be suspended automatically and will not be payable when the aggregate of the royalties payable to the United States Government together with the overriding royalties and other payments out of production previously created and payable to others, is in excess of 17 ½ percent, as provided in Title 43 CFR 3103.3-6.

F. The overriding royalty interest herein assigned is specifically subject to the condition that nothing contained herein shall be construed to alter or modify the terms and provisions of the above-described lease, including, but not limited to, express and implied covenants for developing, operating, marketing, protecting from drainage and complying with governmental laws, rules and regulations, including those of the United States Government.

G. This assignment of overriding royalty is specifically subject to Assignor's exclusive right to release and surrender the lease herein assigned, either in whole or in part, at any time deemed appropriate by Assignor.

H. This assignment of overriding royalty is made without warranty of title, either express or implied.

EXECUTED this 26th day of July, 1985.

BY _____
DARRYL EMMERT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of July, 1985, by Darryl Emmert.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: 11-25-87

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-58386

Lease effective date
April 1, 1977

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

~~EXXON COMPANY, USA~~ EXXON CORPORATION

Address (*include zip code*)

~~P.O. BOX 120~~ P.O. Box 2305
~~DENVER, COLORADO 80201-0120~~ HOUSTON, TEXAS 77252

The undersigned, as owner of 100% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North - Range 114 West
Section 17: Lot 8
Section 21: NE/4
Sublette County, Wyoming
Containing 199.64 Acres, More or Less.

This Assignment conveys the above acreage as to the Deep Rights only; Said Deep Rights being defined as all depths lying below the top of the Lower Cretaceous Gannet Formation, being the stratigraphic equivalent of the log top at 9,630', as measured in the Humble #2 Hoeback II Unit Well located in Section 15, Township 28 North - Range 115 West, 6th P.M., Sublette County, Wyoming.

This Assignment is subject to Exhibit "A" attached hereto and made a part of.

208029

RECORDED August 12 1985 3:00 PM
IN BOOK 25 Misc PAGE 299
Fee $2.00 Jean F Yahn 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	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
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 10th day of July, 1985.

PENNZOIL COMPANY

Donald E. Caussey

(Assignor's Signature)

Donald E. Caussey, Attorney-in-Fact

APPROVED
EXPL.
EXPL
PROD
LAND

P.O. DRAWER 1139

(Assignor'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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

NOTE: This [illegible] reproduced provided that copies are ex[illegible]ductions on one sheet of both sides of th[illegible] 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 5th day of August , 1985 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
as Attorney-In-Fact
of EXXON CORPORATION
this 5th day of August 1985

WITNESS my hand and official seal.

My commission expires:
3/14/89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Residing at:
750 W. Hampden Ave.
Englewood, CO 80110

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me by Donald E. Caussey as Attorney-in-Fact of Pennzoil Company, this 10th day of July, 1985.

WITNESS my hand and official seal.

CYNTHIA D. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

My commission expires:
June 7, 1988

Cynthia D. Martinez
Notary Public

666567 001

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 part of Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease (BLM Form 3106-14) dated July 10, 1985, constituting an assignment of Operating Rights in United States Lease Serial No. W-58386 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 and Retained. The oil and gas leasehold operating rights in said lease conveyed to Assignee shall be called "assigned operating rights". The record title interests and/or Operating Rights in said lease retained by Assignor shall be called "retained rights".

2. Assignor's Specific Reservations. Assignor reserves and retains:

(a) All rights, other than those specifically hereby conveyed, together with rights of ingress to and egress from the lands covered by said lease and the right to use the surface thereof for all purposes permitted by said lease, and the right to drill through the formations conveyed in the assigned Operating Rights for the purpose of discovering and producing oil, gas and other minerals from said lease as to any depth above or below the zones conveyed in the assigned Operating Rights if same do not include all depths or as to other lands in said lease retained by assignor; provided, however, that all operations of Assignor shall be conducted in such manner as not to unreasonably interfere with or hamper Assignee in any present or future operations conducted by Assignee as to the assigned Operating Rights; and

(b) In the event there is any overriding royalty interest or payment out of production reserved to Assignor, such interest shall be free and clear of and shall be in addition to all existing royalties, overriding royalties or like payments out of production outstanding against said lease. Such reserved interest, however, shall be proportionately reducible to the extent that the assigned Operating Rights cover less than the full oil and gas mineral estate under the lands and zones covered by the assigned Operating Rights in said lease. Such reserved interest shall be delivered free of cost into the pipeline or tanks, in the same manner as the royalty under the said lease, but shall be charged with its proportionate part of all severance, production and other such taxes. Said reserved interest shall apply to and be a part of any renewal, modification or extension of said lease. If the obligation for payment of all or any portion of said reserved interest, as to oil production, is suspended because of the provisions of the paragraph following item 7 in Part I of this assignment, then such suspended interest shall be converted to a like percentage of leasehold Operating Rights and if required by applicable regulations Assignee shall make an appropriate assignment thereof to Assignor.

3. 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 Operating 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 Operating 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 Operating Rights; and

(c) At such time as any well completed by Assignee, which is capable of producing, is not produced and at any time from such a well ceases for any reason, to give promptly to Assignor notice of such fact; and

(d) To indemnify and save Assignor harmless from all claims, debts, demands, liens and any liability of whatsoever kind, character or nature arising out of or resulting from any act or omission of Assignee hereunder; and

(e) To conduct its operations in and on these lands subject to this agreement in such a manner as not to interfere unreasonably with or hamper any present or future operations by Assignor of its retained rights; and

(f) To furnish Assignor with copies of reports filed with any governmental regulatory body in connection with production from and under the assigned Operating Rights.

4. Rentals, Extensions, and Renewals of Lease. Except as hereinafter provided, Assignor shall pay all rentals provided by said oil and gas lease insofar as they cover the lands described in the Assignment to which this Addendum is attached, and shall apply for any extensions or renewals of said lease authorized or permitted by its terms or any applicable law, rule or regulation, and shall pay any fees and expenses in connection therewith. Assignee agrees to reimburse Assignor for its proportionate part of such rentals, fees and expenses paid by Assignor. Assignor shall not be liable to Assignee for any unintentional or inadvertent failure to pay any rental or apply for any lease extension or renewal, provided it has acted in good faith. If either party hereto desires not to pay any rental or not to apply for any extension or renewal of said lease, it shall give the other party written notice of such election on or before ninety (90) days before the final date for payment of rental or for filing the application for extension or renewal. If Assignor notifies Assignee of such election, Assignor shall, upon written request of Assignee (which request shall be given in writing thirty (30) days after receipt of Assignor's notice as aforesaid), execute and deliver to Assignee a release and relinquishment of the Agreement as to the interest desired to be relinquished. Subject to the provision of Section 5 hereof, if Assignee notifies Assignor of such election not to pay rental or not to apply for an extension as aforesaid, Assignee shall upon request of Assignor (which request shall be given in writing fifteen (15) days after receipt of Assignor's notice as aforesaid), assign to Assignor all of its interest in the lease as to which such election is exercised by Assignor, or portion thereof, without warranty, express or implied, insofar as it covers the land being relinquished under this paragraph.

5. Surrender or Abandonment. Assignor shall not surrender or relinquish any record title interest it may have in said lease to the United States insofar as same may affect the assigned Operating Rights without either obtaining Assignee's consent or first tendering an assignment of the rights desired to be surrendered or relinquished to Assignee; provided that Assignee's failure to accept such assignment tendered and filing it with the Bureau of Land Management within thirty (30) days from date of tender shall be considered Assignee's consent to such desired surrender or relinquishment. Assignee shall not surrender its assigned Operating Rights or allow said lease to terminate for non-payment of a royalty, rental or any other payment that is Assignee's obligation, or plug and abandon the last producing well continuing said lease in effect without first notifying Assignor in writing thereof at least sixty (60) days before such occurrence and, after receiving such notice, Assignor shall have thirty (30) days within which to notify Assignee that Assignor desires a reassignment of the assigned Operating Rights, and if Assignor so elects, Assignee shall reassign the assigned Operating Rights to Assignor free and clear of all liens and encumbrances arising against same during the period while title to same was vested in Assignee. In such event Assignor shall have the right, but not the obligation, to take over and own any wells and equipment of Assignee which derives from this assignment, by paying to Assignee the salvage value of Assignee's said interest in the salvable material and equipment taken over the Assignor in any such well(s), less the cost of removing and/or recovering same.

6. 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 any 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 amendable 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.

666567 001

7. Nonassignability without Assignor's Consent. Assignee covenants and agrees with Assignor that it will not make or attempt to make any assignment or transfer of said lease, or of any rights transferred or conveyed to it by Assignor, without Assignor's prior written consent, and that any attempted transfer or assignment without such prior consent shall be null and void.

8. 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.

9. Effective Date. This assignment of operating rights must be filed for approval by the authorized officer of the Bureau of Land Management, U.S. Department of the Interior, within ninety (90) days from the date hereof, but upon such approval shall be effective as between the parties as of July 10, 1985.

10. This assignment of Operating Rights in the acreage herein assigned is made to Assignee subject to that certain Agreement for Sale and Purchase of Oil and Gas Lease dated July 10, 1985, between Assignor and Assignee.

ASSIGNMENT OF OIL AND GAS LEASE

PLEASE RETURN TO:
Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217
Attn: Title Records Section

208030

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PHILLIPS PETROLEUM COMPANY, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer and assign to MOBIL OIL CORPORATION, for oil and gas mining purposes all their right, title and interest in and to the oil and gas lease dated August 25, 1978, from Fred E. Shriver, et ux, lessor, to Jas O. Breene, lessee, recorded in the County Records in Book 56, Page 575, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

W/2 SW/4 Sec. 29 & SE/4, SE/4 NE/4 SW/4 NE/4,
E/2 SE/4 SW/4 NE/4, SW/4 SE/4 SW/4 NE/4,
S/2 NW/4 SE/4, NE/4, S/2 NE/4 SE/4 NE/4,
SW/4 SE/4 NE/4, SE/4 SE/4 NE/4 Sec. 30, &
N/2 NE/4 Sec. 31-36N-109W, 6th P.M.

This Assignment is without Warranty of Title, express or implied.

In witness whereof this instrument is executed this 29th day of July, 1985.

PHILLIPS PETROLEUM COMPANY

BY: V. A. Robinson
V. A. Robinson
Attorney-in-Fact

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of July, 1985, by V. A. Robinson, as Attorney-in-Fact for PHILLIPS PETROLEUM COMPANY. Witness my hand and official seal.

Pamela J. Bolt
NOTARY PUBLIC
8055 East Tufts Ave Pkwy
Denver, Colorado 80237

My Commission Expires:
June 2, 1989

304

305

When Recorded-Return to
Champlin Petroleum Company
Form 3106-5
October 1957
P.O. Box 1257
Denver, CO 80150
Records

PARTIAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-57090

Lease effective date
January 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.
W-95585

PART I

1. Assignee's Name
Champlin Petroleum Company

Address (include zip code)
P.O. Box 1257, Denver, 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 37 North, Range 109 West Section 29: W/2SW/4 Section 30: Lots 1, 2, 3, 4, E/2W/2, E/2 (All) Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2 (All) Section 32: W/2 Containing 1581.00 acres, more or less Sublette County, Wyoming	Same Land Description as Item 2

208031

RECORDED August 13 1984 3:00 P.
IN BOOK 75 403 PAGE 305
FEES $6.00 Nina J. Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	5% of 8/8ths
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 12th day of June, 19 84.

J. E. Stack, Jr.
(Assignor's Signature)

P.O. Box 1023
(Assignor's Address)

Meridian, MS 39301
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1984

By [illegible]
(Authorized Officer)

for Chief, Oil and Gas Section
(Title)

JUL 9 1985
(Date)

[redacted] Wy 2102 [redacted] form is accord-

[redacted] [redacted] [redacted]

PAGE 2

ASSIGNEE REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT (he as 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, 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 9th day of July, 1984.

Champlin Petroleum Company

By _____
Attorney-in-Fact

P.O. Box 1257
(Assignee's Address)

A COPY OF POWER OF ATTORNEY AUTHORIZING EXECUTION OF INSTRUMENT OF ASSIGNMENT IS FILED IN _____ AND SUCH AUTHORITY IS STILL IN FORCE.

Englewood (City) CO (State) 80150 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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)
) ss.
COUNTY OF Hinds)

The foregoing instrument was acknowledged before me by J. E. Stanley this 12th day of June, 1984.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

My Commission Expires Sept. 1, 1984

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 - 814

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-15340

Lease effective date 10-1-68

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE 208078

PART I

1. Assignee's Name: FMC CORPORATION

RECORDED
IN BOOK
FEES

August 15 1985 Harry
To Clerk PAGE 307
by Lacy Hobbs SHERIFF CLERK
SUBLETTE COUNTY, WYOMING
Deputy Dorothy McArthur

Address (include zip code)
1801 California Street, Suite 2720
Denver, Colorado 80202

The undersigned, as owner of 68.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

T. 27 N., R. 112 W., 6th Prime Meridian, Sublette County, Wyoming
Section 24: SE/4 ..... containing 160.00 acres, more or less

Insofar as the above tract covers those formations below the top of the Baxter Formation down to a stratigraphic equivalent of 20 feet below the Bear River formation.

This assignment of operating rights is made subject to that certain Gas Purchase Contract dated April 15, 1973, and to that certain Operating Agreement dated January 4, 1972.

The percentages of interest which are hereby assigned by Assignors are individually assigned to FMC Corporation, Assignee, in the following percentages of interest:

R. J. Ackerman — 32.60350%
P. O. Box 1250
Casper, Wyoming 82602

W. A. Sears, Jr. — 17.76075%
P. O. Box 1369
Casper, Wyoming 82602

J. J. Sullivan — 17.76075%
P. O. Box 1398
Casper, Wyoming 82602

John P. Albanese — 0.62500%
P. O. Box 1397
Casper, Wyoming 82602

3. Specify interest or percent of operating rights being conveyed to assignee	68.75000%
4. Specify interest or percent of operating rights being retained by assignor	00.000
5. Specify overriding royalty interest being reserved by assignor	None
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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of August, 1985.

R. J. ACKERMAN — P. O. Box 1250, Casper, Wyoming 82602

W. A. SEARS, JR. — P. O. Box 1369, Casper, Wyoming 82602

(Assignor's Signature) (Assignor's Address)

J. J. SULLIVAN — P. O. Box 1398, Casper, Wyoming 82602

JOHN P. ALBANESE — P. O. Box 1397, 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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____

By _____
(Authorized Officer)

PHOTOSTATIC RECORD
INDEXED
CHECKED

_____ _____
(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 regulations of 43 CFR 3106.

ORIGINAL

[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 9th day of August, 19 85.

(Assignee's Signature)
Donald L. Beckwith, Agent

FMC Corporation - Mineral Division
(Assignee's Address)
1801 California St., Suite 2720
Denver, Colorado 80202
(City) (State) (Zip Code)

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INSTRUCTIONS

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 August, 19 85, personally appeared R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese

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 Oct. 3, 1985

Billye Carlene Slocum
Notary Public.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106-3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106-14
(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

208080

Lease Serial No.
W-2108

Lease effective date
11-1-66

PART I

1. Assignee's Name

FMC CORPORATION

Address (include zip code)
1801 California Street, Suite 2720
Denver, Colorado 80202

August 13 1985 Hour 9:15 Orig 309

The undersigned, as owner of 68.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-1)

T. 27 N., R. 112 W., 6th Prime Meridian, Sublette County, Wyoming
Section 25: NW/4 ..... containing 160.00 acres, more or less

Insofar as the above tract covers those formations below the top of the Baxter Formation down to a stratigraphic equivalent of 20 feet below the Bear River formation.

This assignment of operating rights is made subject to that certain Gas Purchase Contract dated April 15, 1973, and to that certain Operating Agreement dated January 4, 1972.

The percentages of interest which are hereby assigned by Assignors are individually assigned to FMC Corporation, Assignee, in the following percentages of interest:

R. J. Ackerman P. O. Box 1250 Casper, Wyoming 82602	32.60350%	J. J. Sullivan P. O. Box 1398 Casper, Wyoming 82602	17.76075%
W. A. Sears, Jr. P. O. Box 1369 Casper, Wyoming 82602	17.76075%	John P. Albanese P. O. Box 1397 Casper, Wyoming 82602	0.62500%

3. Specify interest or percent of operating rights being conveyed to assignee	68.75000%
4. Specify interest or percent of operating rights being retained by assignor	00.000
5. Specify overriding royalty interest being reserved by assignor	None
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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of August, 1985.

R. J. ACKERMAN — P. O. Box 1250, Casper, Wyoming 82602
W. A. SEARS, JR. — P. O. Box 1369, Casper, Wyoming 82602
J. J. SULLIVAN — P. O. Box 1398, Casper, Wyoming 82602
JOHN P. ALBANESE — P. O. Box 1397, Casper, Wyoming 82602

(Assignor's Signature) (Assignor's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ (Title) _____ (Date)

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

NOTE: This for[redacted] reproduced provided that copies are exact [redacted] reproductions on one sheet of both sides of this official form in accordance wi[redacted]ons of 43 CFR 3106.

[redacted]GINAL

[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 9th day of August, 19 85.

(Assignee's Signature)

Donald L. Beckwith, Agent

FMC Corporation - Mineral Division

(Assignee's Address)

1801 California St., Suite 2720

Denver, Colorado 80202

(City) (State) (Zip Code)

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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 August, 19 85, personally appeared R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese

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.

Bellye Carlene Slocum
Notary Public.

My Commission Expires

Bellye Carlene Slocum Notary Public
State of Wyoming
My Commission Expires Dec. 13, 1985

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 1080 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106.3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

208081.

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No. W-3776

Lease effective date 2-1-67

PART I

1. Assignee's Name

FMC CORPORATION

Address *(include zip code)*

1801 California Street, Suite 2720
Denver, Colorado 80202

RECORDED Aug 13 1985 8:00 AM
IN BOOK 73 & 74 PAGE 311
FEES 6.75
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

The undersigned, as owner of 68.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

T. 27 N., R. 112 W., 6th Prime Meridian, Sublette County, Wyoming
Section 25: SE/4 ..... containing 160.00 acres, more or less

Insofar as the above tract covers those formations below the top of the Baxter Formation down to a stratigraphic equivalent of 20 feet below the Bear River formation.

This assignment of operating rights is made subject to that certain Gas Purchase Contract dated April 15, 1973, and to that certain Operating Agreement dated January 4, 1972.

The percentages of interest which are hereby assigned by Assignors are individually assigned to FMC Corporation, Assignee, in the following percentages of interest:

R. J. Ackerman P. O. Box 1250 Casper, Wyoming 82602	32.60350%	J. J. Sullivan P. O. Box 1398 Casper, Wyoming 82602	17.76075%
W. A. Sears, Jr. P. O. Box 1369 Casper, Wyoming 82602	17.76075%	John P. Albanese P. O. Box 1397 Casper, Wyoming 82602	0.62500%

3. Specify interest or percent of operating rights being conveyed to assignee	68.75000%
4. Specify interest or percent of operating rights being retained by assignor	00.000
5. Specify overriding royalty interest being reserved by assignor	None
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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of August, 1985.

R. J. ACKERMAN	R. J. Ackerman	P. O. Box 1250, Casper, Wyoming 82602
W. A. SEARS, JR.	W. A. Sears, Jr.	P. O. Box 1369, Casper, Wyoming 82602
J. J. SULLIVAN	J. J. Sullivan	P. O. Box 1398, Casper, Wyoming 82602
JOHN P. ALBANESE	John P. Albanese	P. O. Box 1397, Casper, Wyoming 82602

(Assignor's Signature) (Assignor's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

PHOTOSTATS RECEIVED	✓
INDEXED	✓
CHECKED	✓

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with [redacted]s of 43 CFR 3106.

[redacted] ORIGINAL

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 9th day of August, 19 85.

Donald L. Beckwith
(Assignee's Signature)

Donald L. Beckwith, Agent

FMC Corporation - Mineral Division
(Assignee's Address)

1801 California St., Suite 2720

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.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of August, 19 85, personally appeared R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese

and ____, to me known to be the identical person S, described in and who executed the within and foregoing instrument in 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.

Bobbye Carlson
Notary Public.

My Commission Expires Oct. 3, 1985

Notary Public
State of Wyoming
Natrona
My Commission Expires Oct. 3, 1985

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION -- If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106--3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106-14
(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-2690

Lease effective date
12-1-66

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE 208182

PART I

1. Assignee's Name

FMC CORPORATION

Address (*include zip code*)
1801 California Street, Suite 2720
Denver, Colorado 80202

RECORDED
IN BOOK
FEES 6.00

August 15 1985 4:00 PM
73 CRS
PAGE 313
Sara J. Gish COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

The undersigned, as owner of 68.75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-1)

T. 27 N., R. 111 W., 6th Prime Meridian, Sublette County, Wyoming
Sec. 31: Lots 1 and 2, E/2 NW/4 . . . . containing 144.00 acres, more or less

Insofar as the above tract covers those formations below the top of the Baxter Formation down to a stratigraphic equivalent of 20 feet below the Bear River formation.

This assignment of operating rights is made subject to that certain Gas Purchase Contract dated April 15, 1973, and to that certain Operating Agreement dated January 4, 1972.

The percentages of interest which are hereby assigned by Assignors are individually assigned to FMC Corporation, Assignee, in the following percentages of interest:

R. J. Ackerman P. O. Box 1250 Casper, Wyoming 82602	32.60350%	J. J. Sullivan P. O. Box 1398 Casper, Wyoming 82602	17.76075%
W. A. Sears, Jr. P. O. Box 1369 Casper, Wyoming 82602	17.76075%	John P. Albanese P. O. Box 1397 Casper, Wyoming 82602	0.62500%

3. Specify interest or percent of operating rights being conveyed to assignee	68.75000%
4. Specify interest or percent of operating rights being retained by assignor	00.000
5. Specify overriding royalty interest being reserved by assignor	None
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 interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of August, 1985.

R. J. ACKERMAN	R. J. Ackerman	P. O. Box 1250, Casper, Wyoming 82602
W. A. SEARS, JR.	W. A. Sears Jr	P. O. Box 1369, Casper, Wyoming 82602
J. J. SULLIVAN	J. J. Sullivan	P. O. Box 1398, Casper, Wyoming 82602
JOHN P. ALBANESE	John P. Albanese	P. O. Box 1397, Casper, Wyoming 82602

(Assignor's Signature) (Assignor's Address)
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

PHOTOSTATIC RECORD
INDEXED
CHECKED

_____ _____
(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 regulations of 43 CFR 3106.

ORIGINAL

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 9th day of August, 1985.

Donald L. Beckwith
(Assignee's Signature)

Donald L. Beckwith, Agent

FMC Corporation - Mineral Division
(Assignee's Address)

1801 California St., Suite 2720
Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF 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 August, 1985, personally appeared R. J. Ackerman, W. A. Sears, Jr., J. J. Sullivan and John P. Albanese

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.

Billye Carlene Skeen, Notary Public, State of Wyoming, Natrona County, My Commission Expires Oct. 3, 1985

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Oct. 3, 1985

Billye Carlene Skeen
Notary Public.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-73846

Lease effective date
November 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Celeron Oil and Gas Company

Address *(include zip code)*
7800 East Union Parkway
Tower II - Suite 500
Denver, Colorado 80237

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 33 North, Range 115 West, 6th P.M.: Section 36: All containing 640 acres, more or less, in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

208121

RECORDED August 19 AD 85 10:30 AM
IN BOOK 75 Oil + Gas PAGE 315
FEES $ 8.00 Sara Ryake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	none
5. Specify overriding royalty being reserved by assignor (reducible in proportion to Assignor's Interest)	2.5% of 8/8
6. Specify overriding royalty previously reserved or conveyed, if any (in proportion to Assignor's int.)	5% of 8/8

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 5th day of December, 19 84

WILLIAMS EXPLORATION COMPANY

BY Ralph M. Dawson
(Assignor's Signature)

P.O. Box 4664
(Assignor's Address)

Ralph M. Dawson, Attorney-in-Fact

Houston, Texas 77210
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JAN 1 1985

By /S/ ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 25 1985
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this o[redacted]m 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 12th day of December , 1984
CELERON OIL AND GAS COMPANY

By: William H. Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

7800 East Union Pkwy., Tower II, Suite 500
(Assignee's Address)

Denver (City) Colorado (State) 80237 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

STATE OF TEXAS)
) ss. CORPORATE ACKNOWLEDGMENT
COUNTY OF HARRIS)

On the 11th day of December, A.D. 1984, personally appeared before me, Ralph H. Dawson, who, being by me duly sworn, did say, that he is the Attorney-In-Fact of Williams Exploration Company and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Ralph H Dawson acknowledged to me that said corporation executed the same.

Karen Drum
Notary Public

My Commission Expires:
5-10-86

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of December, 1984, by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Darnell O'Connell
Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

My commission expires:
March 23, 1986

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF [redacted] MANAGEMENT

[redacted]

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 22nd day of July, A.D., 19 85 by and between Rosalie Flanagan, Trustee of the Phillip Edward Flanagan Trust hereinafter called Assignor and Wold University Endowment Fund of 139 W. 2nd Street, 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 her 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, its heirs, personal representatives and assigns, an overriding royalty interest equal to one---------- percent (1% of 8/8ths) 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 Phillip E. Flanagan, as lessee, under date of June 1, 1966, bearing Wyoming Serial No. 0325131 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 115 West
Sec. 24: W½;
Sec. 25: All;
containing 960.00 acres, more or less;

208122

RECORDED August 19, 19 85 10:30 AM
IN BOOK 75 Oil & Gas PAGE 318
FEES $ 4.00 Lori J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever.

WITNESS her hand and seal this 22nd day of July, 19 85.

Rosalie Flanagan
Rosalie Flanagan, Trustee of the
Phillip Edward Flanagan Trust

Address: 204 N. Lemert
Riverton, Wyo. 82501

STATE OF WYOMING }
COUNTY OF FREMONT } SS.

On this day of July, A.D., 19 85, before me personally appeared Rosalie Flanagan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

8-30-88

Notary Public

Val J. Reinke
Notary Public
State of
Wyoming
Aug. 30, 1988

107
WY 3100-~~405~~ (Mar. 1982)

319

ORIGINAL

W-42

ASSIGNMENT OF OIL AND GAS LEASES

For Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, WESX PETROLEUM, INC., of 1444 Wazee Street, Suite 340, Denver, Colorado 80202 (hereinafter called "Assignor"), does hereby assign unto SIERRA EXPLORATION COMPANY, of 1444 Wazee Street, Suite 340, Denver, Colorado 80202 (hereinafter called "Assignee"), all of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said leases cover the lands and depth limitations described in said Exhibit "A".

This Assignment is made pursuant to, and subject to all of the terms and provisions of the Agreement for the Sale of Assets, effective April 1, 1985 by and between WESX PETROLEUM, INC. and SIERRA EXPLORATION COMPANY, insofar as said Agreement pertains to the interests herein conveyed.

This Assignment is subject to and shall bear its proportionate part of all of the pre-existing royalties, overriding royalties and other burdens presently in effect under the oil and gas leases described in Exhibit "A".

The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee, their successors and assigns, and such terms, covenants and conditions shall be covenants running with the lands herein described and the leases herein assigned.

This Assignment is executed this 1st day of August, 1985, but effective for all purposes as of 7:00 A.M., April 1, 1985.

ATTEST:

By: Mary T. Nelson
Secretary

WESX PETROLEUM, INC.

By: R. A. Sunday
Roger A. Sunday, President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of August, 1985, personally appeared Roger A. Sunday, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President anc acknowledged to me that he executed the same as his free and voluntary act ard 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.

Nancy Jo Beery
Notary Public

My Commission Expires: June 28, 1987

Nancy Jo Beery
1444 Wazee Street, #340
Denver, Colorado 80202

208133

My Commission Expires June 28, 1987
11693 Monroe Street
Thorn[redacted]do 80233

RECORDED August 19 1985 4:30 P.M.
IN BOOK 759 PAGE 319
FEES 6.00 Lois Ryake COUNTY CLERK
[redacted]BLETTE COUNTY CLERK

EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES EFFECTIVE April 1, 1985 FROM WESX PETROLEUM, INC. TO SIERRA EXPLORATION COMPANY COVERING LAND LOCATED IN Sublette County, Wyoming

LESSOR	LESSEE	LEASE DATE	RECORDED BOOK	RECORDED PAGE	LEGAL DESCRIPTION
Brown, Frank W. et ux	WESX Petroleum, Inc.	1/4/82	64	322	Township 33 North, Range 114 West Section 22: NE/4NW/4, NW/4NE/4 Containing 80 acres, more or less

320

391

W1-653

#15273

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-77883

Lease effective date
July 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. **Assignee's Name**

Energetics Operating Company

Address *(include zip code)*
102 Inverness Terrace East
Englewood, Colorado 80112

The undersigned, as owner of 100 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

2. **Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)**

Township 28 North, Range 111 West, 6th P.M.
Section 20: E/2
Containing 320.00 acres, more or less
Sublette County, Wyoming

Limited from the surface of the earth down to the stratigraphic equivalent of 11,490 feet as found in the Esposito Federal #40-20 Well, located in the SW/4SE/4 of Section 20, Township 28 North, Range 111 West, Sublette County, Wyoming.

*This assignment is expressly made subject to all the terms and conditions of that certain Farmout Agreement dated April 22, 1982, as amended, by and between Belco Petroleum Corporation and Energetics, Inc., which provides in part, for relinquishment of all of Assignor's interest in the Esposito Federal 40-20 well located in the SE/4 of Section 20, Township 28 North-Range 111 West, Sublette County, Wyoming, subject to Assignor's retention of an overriding royalty interest of 5% of 8/8ths of all oil, gas, casinghead gas, condensate, and other gaseous or liquid hydrocarbons produced and saved from said well. Assignor also has the option to convert said overriding royalty interest to a 40% working interest in the Esposito Federal 40-20 well at payout of said well.

208152

RECORDED Aug. 21 1985 3:00 P.M.
IN BOOK 75 Oil & Gas PAGE 321
FEES 8.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK by Carol A. Cheeney, Deputy

3. **Specify interest or percent of operating rights being conveyed to assignee**	60% of 100%
4. **Specify interest or percent of operating rights being retained by assignor**	40% of 100%
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.

This Assignment is made without warranty of title, either express or implied.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd **day of** July , 19 85 , but effective December 2, 1983.

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignor's Signature)

10,000 Old Katy Road, Suite 100
(Assignor's Address)

J. M. Oswald, Executive Vice President
ATTEST:

By: James J. Mobre, Jr., Assistant Secretary

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C. Section 1001, 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] [redacted]

[redacted] F[redacted]1 [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of August, 1985.

ENERGETICS OPERATING COMPANY

Donald L. Peterson, President
(Assignee's Signature)

102 Inverness Terrace East
(Assignee's Address)

ATTEST:

Suzanne M. Rindosh, Secretary

Englewood, CO 80112
(City) (State) (Zip Code)

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 2nd day of July, 19 85.

My Commission Expires:

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988

Judith A. Bell
Notary Public in and for the
State of Texas

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned notary public, on this 6th day of August, 1985, personally appeared Donald L. Peterson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Energetics Operating Company, 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.

Witness my hand and official seal.

My commission expires: My Commission Expires May 1, 1989
12071 E. Hoye Dr., Aurora, CO 80012

[SEAL]

Frances A. Kinney
Notary Public
12071 E. Hoye Dr., Aurora, CO 80012
Address

Response to this request is required to obtain a benefit.

GPO 838-844

RIDER

Attached to and made a part of that certain
Assignment of Operating Rights in Federal Lease W-77883
dated July 2, 1985
by and between
Energetics Operating Company, Assignee,
and
Belco Development Corporation, Assignor

In the event Assignee should, at any time after the date of any assignment made by Assignor under the terms of this Agreement, elect 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 sixty (60) 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.

[redacted] [redacted] [redacted]52

#15273

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-77883

Lease effective date
July 1, 1976

PART I

1. Assignee's Name

Energetics Operating Company

Address *(include zip code)*
102 Inverness Terrace East
Englewood, Colorado 80112

The undersigned, as owner of 100 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 111 West, 6th P.M.
Section 29: E/2
Containing 320.00 acres, more or less
Sublette County, Wyoming

Limited from the surface of the earth down to the stratigraphic equivalent of 11,490 feet as found in the Esposito Federal #40-20 Well, located in the SW/4SE/4 of Section 20, Township 28 North, Range 111 West, Sublette County, Wyoming.

*This assignment is expressly made subject to all the terms and conditions of that certain Farmout Agreement dated April 22, 1982, as amended, by and between Belco Petroleum Corporation and Energetics, Inc., which provides in part, for relinquishment of all of Assignor's interest in the Esposito Federal 40-29 well located in the SE/4 of Section 29, Township 28 North-Range 111 West, Sublette County, Wyoming, subject to Assignor's retention of an overriding royalty interest of 5% of 8/8ths of all oil, gas, casinghead gas, condensate, and other gaseous or liquid hydrocarbons produced and saved from said well. Assignor also has the option to convert said overriding royalty interest to a 40% working interest in the Esposito Federal 40-29 well at payout of said well.

208153

RECORDED Aug. 21 1985 3:00 P.M.
IN BOOK 75 O & G PAGE 324
FEES 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	60% of 100%
4. Specify interest or percent of operating rights being retained by assignor	40% of 100%
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.

This Assignment is made without warranty of title, either express or implied.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd **day of** July **,** 1985 **,** but effective October 29, 1983.

BELCO DEVELOPMENT CORPORATION

CORPORATE SEAL

(Assignor's Signature)

10,000 Old Katy Road, Suite 100
(Assignor's Address)

J. M. Oswald, Executive Vice President

ATTEST:

By: James J. Moore, Jr., Assistant Secretary

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C., Section 1001, 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)

1180-084

324 (Title) (Date) 748

NOTE: This form may be reproduced provided that

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of August, 19 85.

ENERGETICS OPERATING COMPANY

Donald L. Peterson, President
(Assignee's Signature)

102 Inverness Terrace East
(Assignee's Address)

ATTEST:

Suzanne M. Rindosh, Secretary

Englewood, CO 80112
(City) (State) (Zip Code)

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 2nd day of July, 19 85.

My Commission Expires:
JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988

Judith A. Bell
Notary Public in and for the
State of Texas

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned notary public, on this 6th day of August, 1985, personally appeared Donald L. Peterson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Energetics Operating Company, 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.

Witness my hand and official seal.

My commission expires: My Commission Expires May 1, 1989
12071 E. Hoye Dr., Aurora, CO 80012

[SEAL]

Frances C. Kerr
Notary Public
12071 E. Hoye Dr., Aurora, Co 80012
Address

RIDER

Attached to and made a part of that certain
Assignment of Operating Rights in Federal Lease W-77883
dated July 2, 1985
by and between
Energetics Operating Company, Assignee,
and
Belco Development Corporation, Assignor

In the event Assignee should, at any time after the date of any assignment made by Assignor under the terms of this Agreement, elect 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 sixty (60) 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.

327

WY-651

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-77883

Lease effective date
July 1, 1976

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. **Assignee's Name**
Energetics Operating Company

Address *(include zip code)*
102 Inverness Terrace East
Englewood, Colorado 80112

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.3-3 or 3101.1–4)

208154

RECORDED Aug 21 1985 3:00 P.M.
IN BOOK 75 O&G PAGE 327
FEES 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A Sheeney, Deputy

Township 28 North, Range 111 West, 6th P.M.
Section 32: E/2
Containing 320.00 acres, more or less
Sublette County, Wyoming

Limited from the surface of the earth down to the stratigraphic equivalent of 11,490 feet as found in the Esposito Federal #40-20 Well, located in the SW/4SE/4 of Section 20, Township 28 North, Range 111 West, Sublette County, Wyoming.

*This assignment is expressly made subject to all the terms and conditions of that certain Farmout Agreement dated April 22, 1982, as amended, by and between Belco Petroleum Corporation and Energetics, Inc., which provides in part, for relinquishment of all of Assignor's interest in the Esposito Federal 40-32 well located in the SE/4 of Section 32, Township 28 North-Range 111 West, Sublette County, Wyoming, subject to Assignor's retention of an overriding royalty interest of 2.5% of 8/8ths of all oil, gas, casinghead gas, condensate, and other gaseous or liquid hydrocarbons produced and saved from said well. Assignor also has the option to convert said overriding royalty interest to a 40% working interest in the Esposito Federal 40-32 well at payout of said well.

3. Specify interest or percent of operating rights being conveyed to assignee	60% of 100%
4. Specify interest or percent of operating rights being retained by assignor	40% of 100%
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.

This Assignment is made without warranty of title, either express or implied.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of July, 19 85, but effective September 23, 1983.

BELCO DEVELOPMENT CORPORATION

(Assignor's Signature)

J. M. Oswald, Executive Vice President

ATTEST:

By: James J. Moore, Jr., Assistant Secretary

10,000 Old Katy Road, Suite 100
(Assignor's Address)

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C., Section 1001, 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)

1180-084 [redacted] [redacted] (Title) [redacted] (Date)

248

[redacted] P.[redacted] [redacted]

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 6th day of August, 19 85 .

ENERGETICS OPERATING COMPANY

Donald L. Peterson

Donald L. Peterson, President — (Assignee's Signature)

102 Inverness Terrace East — (Assignee's Address)

ATTEST: OPERATING CORPORATION

Suzanne M. Rindosh

Suzanne M. Rindosh, Secretary

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

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 2nd day of July, 19 85 .

My Commission Expires:

JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988

Judith A. Bell

Notary Public in and for the
State of Texas

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned notary public, on this 6th day of August, 1985, personally appeared Donald L. Peterson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Energetics Operating Company, 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.

Witness my hand and official seal.

My commission expires: ~~My Commission Expires May 1, 1989~~ ~~12071 E. Hoye Dr., Aurora, CO 80012~~

NOTARY PUBLIC

[SEAL]

Frances C. Cowa

Notary Public

12071 E. Hoye Dr. Aurora CO 80012

Address

Rec.

328

RIDER

Attached to and made a part of that certain
Assignment of Operating Rights in Federal Lease W-77883
dated July 2, 1985
by and between
Energetics Operating Company, Assignee,
and
Belco Development Corporation, Assignor

In the event Assignee should, at any time after the date of any assignment made by Assignor under the terms of this Agreement, elect 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 sixty (60) 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.

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-42781

Lease effective date
January 1, 1974

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Energetics Operating Company

Address *(include zip code)*
102 Inverness Terrace East
Englewood, Colorado 80112

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 111 West, 6th P.M.
Section 9: W/2
Containing 320.00 acres, more or less
Sublette County, Wyoming

Limited from the surface of the earth down to the stratigraphic equivalent of 10,990 feet as found in the Federal #10-9 Well, located in the NW/4 of Section 9, Township 27 North, Range 111 West, Sublette County, Wyoming.

*This assignment is expressly made subject to all the terms and conditions of that certain Farmout Agreement dated April 29, 1982, as amended, by and between Belco Petroleum Corporation and Energetics, Inc., which provides in part, for relinquishment of all of Assignor's interest in the Federal 10-9 well located in the NW/4 of Section 9, Township 27 North-Range 111 West, Sublette County, Wyoming, subject to Assignor's retention of an overriding royalty interest of 5% of 8/8ths of all oil, gas, casinghead gas, condensate, and other gaseous or liquid hydrocarbons produced and saved from said well. Assignor also has the option to convert said overriding royalty interest to a 50% working interest in the Federal 10-9 well at payout of said well.

208155 RECORDED Aug. 21 1985 3:00 PM
IN BOOK 75 Oil & Gas PAGE 330
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Sheeneyer, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	50% of 100%
4. Specify interest or percent of operating rights being retained by assignor	50% of 100%
5. Specify overriding royalty interest being reserved by assignor	None *
6. Specify overriding royalty previously reserved or conveyed, if any	6.25% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 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 is made without warranty of title, either express or implied.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 2nd day of July, 1985. but effective September 1, 1983.

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignor's Signature)
J. M. Oswald, Executive Vice President

10,000 Old Katy Road, Suite 100
(Assignor's Address)

ATTEST:

By: James J. Moore
James J. Moore, Assistant Secretary

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C., Section 1001, 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)

1290-005

330 (Title) (Date) 748

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this form

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 August, 19 85 .

ENERGETICS OPERATING COMPANY

Donald L. Peterson

(Assignee's Signature)

Donald L. Peterson, President

ATTEST:

Suzanne M. Rindosh

Suzanne M. Rindosh, Secretary

102 Inverness Terrace East

(Assignee's Address)

Englewood, CO 80112

(City) (State) (Zip Code)

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 2nd day of July, 1985.

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 Lovett Agency, Lawyers Surety Corp

request for approval.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned notary public, on this 1st day of August, 1985, personally appeared Donald L. Peterson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Energetics Operating Company, 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.

Witness my hand and official seal.

My commission expires: My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

Marguerite L Scott

Notary Public

Address

[SEAL]

[redacted] [redacted] [redacted]

RIDER

Attached to and made a part of that certain
Assignment of Operating Rights in Federal Lease W-42781
dated July 2, 1985
by and between
Belco Development Corporation, Assignor,
and
Energetics Operating Company, Assignee

In the event Assignee should, at any time after the date of any assignment made by Assignor under the terms of this Agreement, elect 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 sixty (60) 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.

1994L

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-56032

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Ray Kay, 185 Oakbank Road, Bakersfield, Ca 93304

....., 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
GEO. GLOBE	1322 - 19th Street Bakersfield, Ca 93301	Two and One Half Percent (2-1/2%)

Being in all a total of an undivided Two and One Half Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 36 N, R.114 W., 6th Prin Mer

Sec 9: W½SE¼SW¼

16: W½NE¼NW¼, W½SE¼NE¼NW¼, SE¼NW¼NE¼, S½NE¼NW¼NE¼, NE¼NE¼NW¼NE¼, E½E½SW¼NE¼, SE¼NW¼SE¼, S½NE¼NW¼SE¼, NE¼NE¼NW¼SE¼, E½SW¼NW¼SE¼, SW¼SW¼NW¼SE¼

28: NE¼NE¼

208160

RECORDED August 22 1985 8:00 A M
IN BOOK 75 O & G PAGE 333
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 137.50 acres, more or less.

WITNESS our hands this 2nd day of May, 19 77

Witnesses:

.....

.....

Ray Kay

.....

.....

STATE OF California
COUNTY OF Kern } 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 2nd day of May, 19 77, personally appeared Ray Kay

~~and~~
XXX

, 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 [redacted]

SONJA M. DRUNAGEL
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN KERN COUNTY [redacted]
MY COMMISSION EXPIRES NOVEMBER 28,

..... Notary Public

[redacted] [redacted] W-5603[redacted]114W

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 [XX] 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 19th day of August, 1985

Geo. Globe
(Assignee's Signature)
GEO. GLOBE

1322 19th Street
(Assignee's Address)

Bakersfield, CA 93301
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

RECORDING REQUESTED BY:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

AND WHEN RECORDED MAIL TO:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

- - - - -SPACE ABOVE THIS LINE FOR RECORDER'S USE- - - - -

GRANT OF EXECUTIVE LEASING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, that ALBERT E. SCHWABACHER, JR., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the Will of May K. Schwabacher; JOHN L. SCHWABACHER, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; GAIL S. GOLDYNE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; and ANNE S. LEVINE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; Grantors, for the consideration of Ten Dollars ($10.00) and other valuable consideration in hand paid, hereby grant, sell, convey and transfer to ALBERT E. SCHWABACHER, JR., and JOHN L. SCHWABACHER, Grantees, whose address is P. O. Box 1118, San Juan Bautista, California 95045, for their joint lives or the survivor of them, the exclusive right and power, without the necessity of joinder of the Grantors, to negotiate, make, assign and grant leases for minerals, as hereafter defined, of all the Grantors' mineral interests in, on, under and to the following real property in the County of Sublette and the State of Wyoming, to-wit:

See legal description set forth in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all rights,

208163

RECORDED August 22 1985 9:30 AM
IN BOOK 75 O&G PAGE 335
FEES $22.75 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

privileges and hereditaments but only in accordance with the following terms and conditions:

1. Minerals: As used herein, the word "minerals" shall not include water, ordinary earth, sand or gravel, but shall otherwise be given the broadest possible meaning, including, but without any implied limitation, oil, gases of whatsoever kind or nature, condensate, distillate, liquid hydrocarbons and all hard minerals, regardless of whether the word "minerals" has been construed to include or exclude any of such specifically named minerals by the courts of competent jurisdiction in any state.

2. Rights for Life; Limits on Transferability: The rights granted hereunder shall be for the lives of the Grantees or the survivor of them. During their joint lives, the exercise of the rights shall require joint action, provided, however, one may grant to the other the power to act on his behalf, but only by a duly executed and notarized Power of Attorney. Upon the death of one, the rights shall be exercised solely by the survivor. In the event of incapacity of a Grantee, a duly appointed Conservator or Guardian, or an attorney-in-fact under a Durable Power of Attorney, may act during periods of incapacity. Except in the case of a proper Power of Attorney as above provided or incapacity, the Executive Rights granted hereunder cannot be transferred to any other person.

3. Termination: The Executive Rights granted hereunder shall automatically terminate upon the death of the survivor of the Grantees. Further, the Executive Rights shall continue only so long as they are coupled with ownership of minerals in the particular property by the Grantees, their issue or any trust for their benefit. Upon conveyance or transfer of all of the minerals owned for the benefit of the Grantees or their issue in all or in part of the above-described property to persons other than the Grantees, their issue or any trust for the benefit of the Grantees or their issue, the Executive Rights shall terminate as to the particular property in which the conveyed minerals are located. The Executive Rights granted hereunder may also be released or terminated by the Grantees by means of a Quit Claim Deed or other suitable document. Upon termination of the Executive Rights granted hereunder, they shall vest in the then owners of the minerals as their interests may appear. All leases or other agreements previously granted or made by the Grantees in the exercise of the Executive Rights granted hereunder shall not be affected by such termination.

4. Exclusive Rights and Powers: Grantees shall have the sole and exclusive right and authority to lease,

alone or in conjunction with other lands, all minerals owned by the Grantors in or under the above-described property or constituting a part thereof for exploration, production, mining and development upon such terms and conditions as they shall determine. Such right and authority shall include, but not by way of limitation, the authority or power to include within such leases the following: necessary rights of ingress or possessory use of the surface estate for exploration, drilling, mining, prospecting and producing of the minerals, with all reasonably necessary ancillary facilities; rights to unitize and pool the minerals of the above-described property with other lands; designation of a depository bank to which all monies due under the lease may be paid and from which distribution of all such payments to persons entitled to them can be made; and to exercise their good faith business judgment and discretion in entering into agreements concerning the mineral development. Such discretion shall include the right not to lease. Said right and authority shall be subject to the following limitations:

a. All bonuses, rentals and royalties payable under the leases shall be divided on a prorata basis of ownership of the minerals leased.

b. Royalties for all oil and gas leases shall not be less than one-eighth (1/8) of the value of all oil and gas produced. Royalties for other minerals shall not be less than the customary royalty paid for that mineral at the time of leasing.

c. The Executive Rights shall be exercised with due regard to the interest of the surface estate owner in order to avoid or minimize interference with the surface estate. All amounts paid by the lessee for damages to, or for compensation for the use of, the surface estate shall be paid only to the surface estate owner.

d. The Executive Rights shall be exercised in good faith and in the same manner as a reasonably prudent landowner or mineral owner, provided however, this shall not be construed as an express or implied obligation to lease the minerals whenever possible.

5. Individual Authority; Binding Nature: Any lease made by the Grantees pursuant to the rights and powers granted hereunder shall be binding on all Grantors, their successors, heirs and assigns, without the necessity of Grantors joining in the execution of the lease. It shall, however, be necessary to name the Grantors, their heirs, successors or assigns, as lessors, so long as they have a mineral interest. The Grantors shall provide a copy of each executed

lease to all Grantors, their successors, heirs and assigns, within ten (10) days of execution. The Executive Rights shall remain and continue in force and effect regardless of the conveyance of the minerals by the Grantors, except as above-provided with respect to the Grantees, and all such conveyances shall be subject to the Executive Rights. This grant shall be binding upon, and inure to the benefit of the parties hereto, their successors, heirs, assigns and personal representatives.

Executed and delivered this 13th day of May, 1985.

Albert E. Schwabacher, Jr., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

John L. Schwabacher, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Gail S. Goldyne, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Anne S. Levine, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 10th day of May, in the year 1985, before me, PEGGY HEUER, Notary Public, personally appeared ALBERT E. SCHWABACHER, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Peggy Heuer
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
PEGGY HEUER
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires January 15, 1987

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Benito)

On this 13th day of May, in the year 1985, before me, Lidia Martinez, Notary Public, personally appeared JOHN L. SCHWABACHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Lidia Martinez
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
LIDIA MARTINEZ
NOTARY PUBLIC-CALIFORNIA
COUNTY OF SAN BENITO
MY COMM. EXP. MAR. 5, 1986

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 14th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared GAIL S. GOLDYNE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 15th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared ANNE S. LEVINE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]

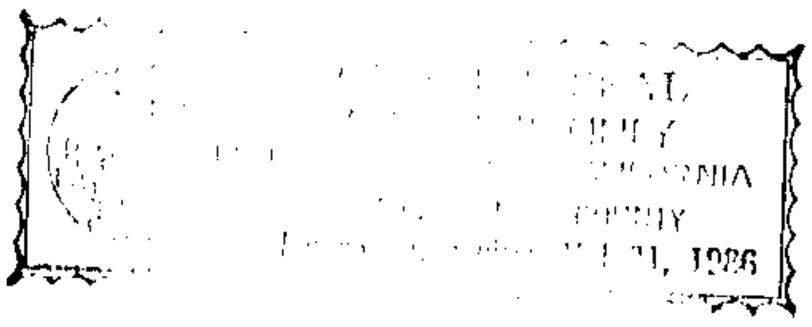


EXHIBIT A

An undivided one-fourth interest in and to the minerals lying under the following described lands:

Township 31 North, Range 110 West, Sublette County, Wyoming:

Sec. 4 - W1/2SW1/4

Sec. 5 - SW1/4NE1/4, S1/2NW1/4, and S1/2

Sec. 6 - SE1/4NE1/4 and E1/2SE1/4

Sec. 7 - E1/2NE1/4

Sec. 8 - ALL EXCEPT E1/2NW1/4

Sec. 9 W1/2NW1/4, SW1/4SE1/4, and SW1/4

Sec. 16 - Lots 1, 2, 3, and 6; and NE1/4 and NE1/4NW1/4

An undivided one-tenth interest in and to the minerals lying under the following described lands:

Township 29 North, Range 113 West, Sublette County, Wyoming:

Sec. 11 - N1/2

Sec. 12 - W1/2NW1/4

An undivided one-half interest in and to the minerals lying under the following described lands:

Township 35 North, Range 111 West, Sublette County, Wyoming: (Warren Ranch)

Sec. 17 - SE1/4 and that part and portion of the W1/2NE1/4 lying west of the main channel of the Green River containing 19 acres more or less and that part and portion of the SW1/4 described as beginning at a point 1,600 feet east of the West quarter corner and running thence east 1,040 feet to the center of said section then south 2,640 feet to the south quarter corner of said section and thence northwesterly to the beginning

EXHIBIT A - Continued

and containing 31.51 acres more or less.

Sec. 20 - E1/2 and SE1/4NW1/4

Sec. 21 - N1/2 and SW1/4

Sec. 28 - NW1/4

Sec. 29 - NE1/4 and E1/2NW1/4

Township 37 North, Range 110 West, Sublette County, Wyoming: (Hiles Ranch)

Sec. 17 - N1/2NW1/4 and SW1/4NW1/4

Sec. 18 - SE1/4NE1/4 and S1/2SE1/4

Sec. 19 - E1/2NE1/4 and NE1/4SE1/4

Sec. 20 - N1/2, SE1/4 and N1/2SW1/4

Sec. 21 - NW1/4NW1/4, W1/2SW1/4 and SW1/4

Sec. 28 - N1/2N1/2 and SE1/4NE1/4

RECORDING REQUESTED BY:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

AND WHEN RECORDED MAIL TO:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

- - - - -SPACE ABOVE THIS LINE FOR RECORDER'S USE- - - - -

GRANT OF EXECUTIVE LEASING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, that ALBERT E. SCHWABACHER, JR., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; JOHN L. SCHWABACHER, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; GAIL S. GOLDYNE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; and ANNE S. LEVINE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; Grantors, for the consideration of Ten Dollars ($10.00) and other valuable consideration in hand paid, hereby grant, sell, convey and transfer to ALBERT E. SCHWABACHER, JR., and JOHN L. SCHWABACHER, Grantees, whose address is P. O. Box 1118, San Juan Bautista, California 95045, for their joint lives or the survivor of them, the exclusive right and power, without the necessity of joinder of the Grantors, to negotiate, make, assign and grant leases for minerals, as hereafter defined, of all the Grantors' mineral interests in, on, under and to the following real property in the County of Sublette and the State of Wyoming, to-wit:

See legal description set forth in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges and hereditaments but only in accordance with the following terms and conditions:

1. Minerals: As used herein, the word "minerals"

208164 RECORDED August 22 1985 9:30 A.M
IN BOOK 75 O&G PAGE 343
FEES 17.00 Lois J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Chester Deputy

shall not include water, ordinary earth, sand or gravel, but shall otherwise be given the broadest possible meaning, including, but without any implied limitation, oil, gases of whatsoever kind or nature, condensate, distillate, liquid hydrocarbons and all hard minerals, regardless of whether the word "minerals" has been construed to include or exclude any of such specifically named minerals by the courts of competent jurisdiction in any state.

2. Rights for Life; Limits on Transferability: The rights granted hereunder shall be for the lives of the Grantees or the survivor of them. During their joint lives, the exercise of the rights shall require joint action, provided, however, one may grant to the other the power to act on his behalf, but only by a duly executed and notarized Power of Attorney. Upon the death of one, the rights shall be exercised solely by the survivor. In the event of incapacity of a Grantee, a duly appointed Conservator or Guardian, or an attorney-in-fact under a Durable Power of Attorney, may act during periods of incapacity. Except in the case of a proper Power of Attorney as above provided or incapacity, the Executive Rights granted hereunder cannot be transferred to any other person.

3. Termination: The Executive Rights granted hereunder shall automatically terminate upon the death of the survivor of the Grantees. Further, the Executive Rights shall continue only so long as they are coupled with ownership of minerals in the particular property by the Grantees, their issue or any trust for their benefit. Upon conveyance or transfer of all of the minerals owned for the benefit of the Grantees or their issue in all or in part of the above-described property to persons other than the Grantees, their issue or any trust for the benefit of the Grantees or their issue, the Executive Rights shall terminate as to the particular property in which the conveyed minerals are located. The Executive Rights granted hereunder may also be released or terminated by the Grantees by means of a Quit Claim Deed or other suitable document. Upon termination of the Executive Rights granted hereunder, they shall vest in the then owners of the minerals as their interests may appear. All leases or other agreements previously granted or made by the Grantees in the exercise of the Executive Rights granted hereunder shall not be affected by such termination.

4. Exclusive Rights and Powers: Grantees shall have the sole and exclusive right and authority to lease, alone or in conjunction with other lands, all minerals owned by the Grantors in or under the above-described property or constituting a part thereof for exploration, production, mining and development upon such terms and conditions as they

shall determine. Such right and authority shall include, but not by way of limitation, the authority or power to include within such leases the following: necessary rights of ingress or possessory use of the surface estate for exploration, drilling, mining, prospecting and producing of the minerals, with all reasonably necessary ancillary facilities; rights to unitize and pool the minerals of the above-described property with other lands; designation of a depository bank to which all monies due under the lease may be paid and from which distribution of all such payments to persons entitled to them can be made; and to exercise their good faith business judgment and discretion in entering into agreements concerning the mineral development. Such discretion shall include the right not to lease. Said right and authority shall be subject to the following limitations:

a. All bonuses, rentals and royalties payable under the leases shall be divided on a prorata basis of ownership of the minerals leased.

b. Royalties for all oil and gas leases shall not be less than one-eighth (1/8) of the value of all oil and gas produced. Royalties for other minerals shall not be less than the customary royalty paid for that mineral at the time of leasing.

c. The Executive Rights shall be exercised with due regard to the interest of the surface estate owner in order to avoid or minimize interference with the surface estate. All amounts paid by the lessee for damages to, or for compensation for the use of, the surface estate shall be paid only to the surface estate owner.

d. The Executive Rights shall be exercised in good faith and in the same manner as a reasonably prudent landowner or mineral owner, provided however, this shall not be construed as an express or implied obligation to lease the minerals whenever possible.

e. The use of the surface estate shall be subject to the approval of the surface estate owner prior to the signing and execution of any mineral leases, which approval cannot be withheld if the proposed use avoids or minimizes damage or interference to the surface estate to the extent practical, it being recognized that some use of the surface estate will be required in order to explore for, produce and remove the minerals. Any disputes between the surface estate owner and the Grantees or any lessee concerning the use of the surface estate shall be settled by arbitration in accordance with the then applicable rules of the American Arbitration Association, and the decision of the arbitration shall

be binding upon the parties.

5. Individual Authority; Binding Nature: Any lease made by the Grantees pursuant to the rights and powers granted hereunder shall be binding on all Grantors, their successors, heirs and assigns, without the necessity of Grantors joining in the execution of the lease. It shall, however, be necessary to name the Grantors, their heirs, successors or assigns, as lessors, so long as they have a mineral interest. The Grantees shall provide a copy of each executed lease to all Grantors, their successors, heirs and assigns, within ten (10) days of execution. The Executive Rights shall remain and continue in force and effect regardless of the conveyance of the minerals by the Grantors, except as above-provided with respect to the Grantees, and all such conveyances shall be subject to the Executive Rights. This grant shall be binding upon, and inure to the benefit of the parties hereto, their successors, heirs, assigns and personal representatives.

Executed and delivered this 13th day of May, 1985.

Albert E. Schwabacher, Jr., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

John L. Schwabacher, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Gail S. Goldyne, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Anne S. Levine, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 10th day of May, in the year 1985, before me, PEGGY HEUER, Notary Public, personally appeared ALBERT E. SCHWABACHER, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Peggy Heuer
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
PEGGY HEUER
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires January 15, 1987

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Benito)

On this 13th day of May, in the year 1985, before me, Lidia Martinez, Notary Public, personally appeared JOHN L. SCHWABACHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Lidia Martinez
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
LIDIA MARTINEZ
NOTARY-PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF SAN BENITO
MY COMM. EXP. APR. 15, 1986

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 14th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared GAIL S. GOLDYNE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 15th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared ANNE S. LEVINE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]

EXHIBIT A

Township 34 North, Range 108 West, Sublette County, Wyoming:

Sec. 8 - Lots 2, 3, 4 and 5; and NW1/4NE1/4; NE1/4NW1/4, S1/2NW1/4, and SW1/4

Sec. 17 - N1/2NW1/4

RECORDING REQUESTED BY:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

AND WHEN RECORDED MAIL TO:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

- - - - -SPACE ABOVE THIS LINE FOR RECORDER'S USE- - - - -

GRANT OF EXECUTIVE LEASING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, that ALBERT E. SCHWABACHER, JR., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; JOHN L. SCHWABACHER, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; GAIL S. GOLDYNE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; and ANNE S. LEVINE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; Grantors, for the consideration of Ten Dollars ($10.00) and other valuable consideration in hand paid, hereby grant, sell, convey and transfer to ALBERT E. SCHWABACHER, JR., and JOHN L. SCHWABACHER, Grantees, whose address is P. O. Box 1118, San Juan Bautista, California 95045, for their joint lives or the survivor of them, the exclusive right and power, without the necessity of joinder of the Grantors, to negotiate, make, assign and grant leases for minerals, as hereafter defined, of all the Grantors' mineral interests in, on, under and to the following real property in the County of Sublette and the State of Wyoming, to-wit:

See legal description set forth in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges and hereditaments but only in accordance with the following terms and conditions:

1. Minerals: As used herein, the word "minerals"

208165

RECORDED August 22 1985 9:30AM
IN BOOK 75 O&G PAGE 350
FEES 22.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Lois Yake by Cheeney, Deputy

shall not include water, ordinary earth, sand or gravel, but shall otherwise be given the broadest possible meaning, including, but without any implied limitation, oil, gases of whatsoever kind or nature, condensate, distillate, liquid hydrocarbons and all hard minerals, regardless of whether the word "minerals" has been construed to include or exclude any of such specifically named minerals by the courts of competent jurisdiction in any state.

2. Rights for Life; Limits on Transferability: The rights granted hereunder shall be for the lives of the Grantees or the survivor of them. During their joint lives, the exercise of the rights shall require joint action, provided, however, one may grant to the other the power to act on his behalf, but only by a duly executed and notarized Power of Attorney. Upon the death of one, the rights shall be exercised solely by the survivor. In the event of incapacity of a Grantee, a duly appointed Conservator or Guardian, or an attorney-in-fact under a Durable Power of Attorney, may act during periods of incapacity. Except in the case of a proper Power of Attorney as above provided or incapacity, the Executive Rights granted hereunder cannot be transferred to any other person.

3. Termination: The Executive Rights granted hereunder shall automatically terminate upon the death of the survivor of the Grantees. Further, the Executive Rights shall continue only so long as they are coupled with ownership of minerals in the particular property by the Grantees, their issue or any trust for their benefit. Upon conveyance or transfer of all of the minerals owned for the benefit of the Grantees or their issue in all or in part of the above-described property to persons other than the Grantees, their issue or any trust for the benefit of the Grantees or their issue, the Executive Rights shall terminate as to the particular property in which the conveyed minerals are located. The Executive Rights granted hereunder may also be released or terminated by the Grantees by means of a Quit Claim Deed or other suitable document. Upon termination of the Executive Rights granted hereunder, they shall vest in the then owners of the minerals as their interests may appear. All leases or other agreements previously granted or made by the Grantees in the exercise of the Executive Rights granted hereunder shall not be affected by such termination.

4. Exclusive Rights and Powers: Grantees shall have the sole and exclusive right and authority to lease, alone or in conjunction with other lands, all minerals owned by the Grantors in or under the above-described property or constituting a part thereof for exploration, production, mining and development upon such terms and conditions as they

shall determine. Such right and authority shall include, but not by way of limitation, the authority or power to include within such leases the following: necessary rights of ingress or possessory use of the surface estate for exploration, drilling, mining, prospecting and producing of the minerals, with all reasonably necessary ancillary facilities; rights to unitize and pool the minerals of the above-described property with other lands; designation of a depository bank to which all monies due under the lease may be paid and from which distribution of all such payments to persons entitled to them can be made; and to exercise their good faith business judgment and discretion in entering into agreements concerning the mineral development. Such discretion shall include the right not to lease. Said right and authority shall be subject to the following limitations:

a. All bonuses, rentals and royalties payable under the leases shall be divided on a prorata basis of ownership of the minerals leased.

b. Royalties for all oil and gas leases shall not be less than one-eighth (1/8) of the value of all oil and gas produced. Royalties for other minerals shall not be less than the customary royalty paid for that mineral at the time of leasing.

c. The Executive Rights shall be exercised with due regard to the interest of the surface estate owner in order to avoid or minimize interference with the surface estate. All amounts paid by the lessee for damages to, or for compensation for the use of, the surface estate shall be paid only to the surface estate owner.

d. The Executive Rights shall be exercised in good faith and in the same manner as a reasonably prudent landowner or mineral owner, provided however, this shall not be construed as an express or implied obligation to lease the minerals whenever possible.

e. The use of the surface estate shall be subject to the approval of the surface estate owner prior to the signing and execution of any mineral leases, which approval cannot be withheld if the proposed use avoids or minimizes damage or interference to the surface estate to the extent practical, it being recognized that some use of the surface estate will be required in order to explore for, produce and remove the minerals. Any disputes between the surface estate owner and the Grantees or any lessee concerning the use of the surface estate shall be settled by arbitration in accordance with the then applicable rules of the American Arbitration Association, and the decision of the arbitration shall

be binding upon the parties.

5. Individual Authority; Binding Nature: Any lease made by the Grantees pursuant to the rights and powers granted hereunder shall be binding on all Grantors, their successors, heirs and assigns, without the necessity of Grantors joining in the execution of the lease. It shall, however, be necessary to name the Grantors, their heirs, successors or assigns, as lessors, so long as they have a mineral interest. The Grantees shall provide a copy of each executed lease to all Grantors, their successors, heirs and assigns, within ten (10) days of execution. The Executive Rights shall remain and continue in force and effect regardless of the conveyance of the minerals by the Grantors, except as above-provided with respect to the Grantees, and all such conveyances shall be subject to the Executive Rights. This grant shall be binding upon, and inure to the benefit of the parties hereto, their successors, heirs, assigns and personal representatives.

Executed and delivered this 13th day of May, 1985.

Albert E. Schwabacher, Jr., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

John L. Schwabacher, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Gail S. Goldyne, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Anne S. Levine, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
Cdy - County of San Francisco)

On this 10th day of May, in the year 1985, before me, PEGGY HEUER, Notary Public, personally appeared ALBERT E. SCHWABACHER, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Peggy Heuer
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
PEGGY HEUER
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires January 18, 1987

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Mateo)

On this 13th day of May, in the year 1985, before me, Lidia Martinez, Notary Public, personally appeared JOHN L. SCHWABACHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Lidia Martinez
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
LIDIA MARTINEZ
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires Feb. 6, 1988

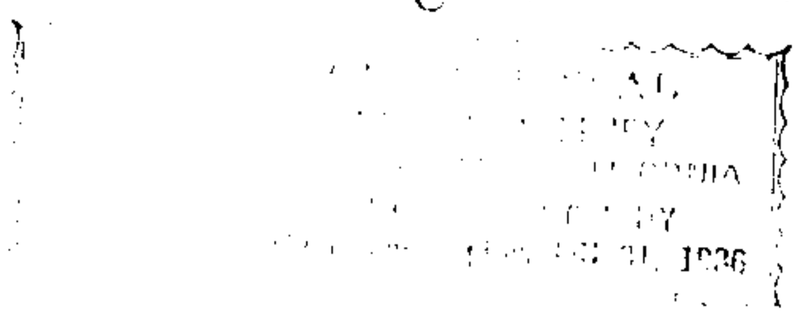
INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 14th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared GAIL S. GOLDYNE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]



INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 15th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared ANNE S. LEVINE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]

EXHIBIT A

Township 29 North, Range 112 West, Sublette County, Wyoming:

Sec. 5 - Lots 2, 3 and 4; and S1/2NW1/4, SW1/4NE1/4, SW1/4, and NW1/4SE1/4

Sec. 6 - All

Sec. 8 - E1/2NW1/4

Township 29 North, Range 113 West, Sublette County, Wyoming:

Sec. 1 - Lot 1; and SE1/4NE1/4, S1/2NE1/4SW1/4NE1/4, S1/2SW1/4NE1/4, SE1/4SE1/4SE1/4NW1/4, SE1/4, E1/2NE1/4SW1/4, E1/2E1/2SE1/4SW1/4, SW1/4SE1/4SE1/4SW1/4, and SE1/4SW1/4SE1/4SW1/4

Township 30 North, Range 112 West, Sublette County, Wyoming:

Sec. 31 - E1/2E1/2

Sec. 32 - SW1/4NW1/4, W1/2SE1/4, and SW1/4

Township 30 North, Range 114 West, Sublette County, Wyoming:

Sec. 20 - S1/2S1/2

Sec. 21 - S1/2S1/2

Sec. 22 - S1/2SW1/4

Sec. 27 - N1/2NW1/4, S1/2SW1/4 and NW1/4SW1/4 Less 22.5 acres

Sec. 28 - E1/2 and NW1/4

Sec. 29 - All

Sec. 32 - N1/2, W1/2SE1/4 and N1/2SW1/4

Sec. 33 - SE1/4

Sec. 34 - SW1/4NE1/4, NW1/4, W1/2SE1/4, SW1/4

United States Forest Service Grazing Permit No. 2-18 for 105 head of cattle on the Indian-Springman Creek C & H, form 7/1 to 9/30.

EXHIBIT A - Continued

Those water rights from the Ex-Pence Ditch for the following described lands:

Township 30 North, Range 112 West, Sublette County, Wyoming:

Sec. 31	-	NE1/4NE1/4	18 acres
		SE1/4NE1/4	34 acres
		NE1/4SE1/4	13 acres
		SE1/4SE1/4	3 acres
Sec. 32	-	SW1/4NW1/4	40 acres
		NW1/4SW1/4	36 acres
		NE1/4SW1/4	36 acres
		NW1/4SE1/4	36 acres

Conveyed by Agreement between James A. Greenwood, Jr., acting for Gordon Mickelson, and Jack L. Schwabacher, acting for Payson W. Spaulding as escrowed under that Escrow Memorandum, dated July 5, 1961, at the State Bank of Big Piney, Wyoming.

The following described Bureau of Land Management Allotment:

Allotment No.	Name	AUM
2150	Deer Hills	506
2179	Homer-Spence Place	8

RECORDING REQUESTED BY:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

AND WHEN RECORDED MAIL TO:
Raymond G. Ellis
Orrick, Herrington & Sutcliffe
600 Montgomery Street
San Francisco, CA 94111

- - - - -SPACE ABOVE THIS LINE FOR RECORDER'S USE- - - - -

GRANT OF EXECUTIVE LEASING RIGHTS

KNOW ALL MEN BY THESE PRESENTS, that ALBERT E. SCHWABACHER, JR., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the Will of May K. Schwabacher; JOHN L. SCHWABACHER, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; GAIL S. GOLDYNE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; and ANNE S. LEVINE, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher; Grantors, for the consideration of Ten Dollars ($10.00) and other valuable consideration in hand paid, hereby grant, sell, convey and transfer to ALBERT E. SCHWABACHER, JR., and JOHN L. SCHWABACHER, Grantees, whose address is P. O. Box 1118, San Juan Bautista, California 95045, for their joint lives or the survivor of them, the exclusive right and power, without the necessity of joinder of the Grantors, to negotiate, make, assign and grant leases for minerals, as hereafter defined, of all the Grantors' mineral interests in, on, under and to the following real property in the County of Sublette and the State of Wyoming, to-wit:

See legal description set forth in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all rights,

208166
RECORDED August 22 1985 9:30 AM
IN BOOK 75 O&G PAGE 358
FEES $29.50 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

privileges and hereditaments but only in accordance with the following terms and conditions:

1. Minerals: As used herein, the word "minerals" shall not include water, ordinary earth, sand or gravel, but shall otherwise be given the broadest possible meaning, including, but without any implied limitation, oil, gases of whatsoever kind or nature, condensate, distillate, liquid hydrocarbons and all hard minerals, regardless of whether the word "minerals" has been construed to include or exclude any of such specifically named minerals by the courts of competent jurisdiction in any state.

2. Rights for Life; Limits on Transferability: The rights granted hereunder shall be for the lives of the Grantees or the survivor of them. During their joint lives, the exercise of the rights shall require joint action, provided, however, one may grant to the other the power to act on his behalf, but only by a duly executed and notarized Power of Attorney. Upon the death of one, the rights shall be exercised solely by the survivor. In the event of incapacity of a Grantee, a duly appointed Conservator or Guardian, or an attorney-in-fact under a Durable Power of Attorney, may act during periods of incapacity. Except in the case of a proper Power of Attorney as above provided or incapacity, the Executive Rights granted hereunder cannot be transferred to any other person.

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alone or in conjunction with other lands, all minerals owned by the Grantors in or under the above-described property or constituting a part thereof for exploration, production, mining and development upon such terms and conditions as they shall determine. Such right and authority shall include, but not by way of limitation, the authority or power to include within such leases the following: necessary rights of ingress or possessory use of the surface estate for exploration, drilling, mining, prospecting and producing of the minerals, with all reasonably necessary ancillary facilities; rights to unitize and pool the minerals of the above-described property with other lands; designation of a depository bank to which all monies due under the lease may be paid and from which distribution of all such payments to persons entitled to them can be made; and to exercise their good faith business judgment and discretion in entering into agreements concerning the mineral development. Such discretion shall include the right not to lease. Said right and authority shall be subject to the following limitations:

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b. Royalties for all oil and gas leases shall not be less than one-eighth (1/8) of the value of all oil and gas produced. Royalties for other minerals shall not be less than the customary royalty paid for that mineral at the time of leasing.

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lease to all Grantors, their successors, heirs and assigns, within ten (10) days of execution. The Executive Rights shall remain and continue in force and effect regardless of the conveyance of the minerals by the Grantors, except as above-provided with respect to the Grantees, and all such conveyances shall be subject to the Executive Rights. This grant shall be binding upon, and inure to the benefit of the parties hereto, their successors, heirs, assigns and personal representatives.

Executed and delivered this 13th day of May, 1985.

Albert E. Schwabacher, Jr., individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

John L. Schwabacher, individually, as co-trustee of two testamentary trusts under the will of Albert E. Schwabacher, and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Gail S. Goldyne, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

Anne S. Levine, individually and as co-trustee of two testamentary trusts under the will of May K. Schwabacher.

[redacted] [redacted] [redacted]

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
Celyn County of San Francisco)

On this 10th day of May, in the year 1985, before me, PEGGY HEUER, Notary Public, personally appeared ALBERT E. SCHWABACHER, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Peggy Heuer
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
PEGGY HEUER
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires January 15, 1987

INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Benito)

On this 13th day of May, in the year 1985, before me, Lidia Martinez, Notary Public, personally appeared JOHN L. SCHWABACHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Lidia Martinez
Notary Public, State of California

[SEAL]

OFFICIAL SEAL
LIDIA MARTINEZ
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN THE
COUNTY OF SAN BENITO
MY COMM. EXP. APR. 15, 1988

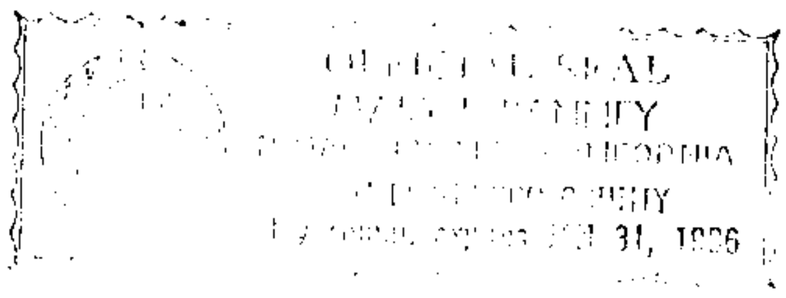
INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 14th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared GAIL S. GOLDYNE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]



INDIVIDUAL ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this 15th day of May, in the year 1985, before me, MARY K. RANNEY, Notary Public, personally appeared ANNE S. LEVINE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

Mary K. Ranney
Notary Public, State of California

[SEAL]

[redacted] [redacted] [redacted]

EXHIBIT A

Township 31 North, Range 107 West, Sublette County, Wyoming:

Sec. 30 - Lots 3 and 4; and SE1/4SW1/4 and SW1/4SE1/4

Sec. 31 - Lots 1 and 2; and NE1/4 and E1/2NW1/4

Township 31 North, Range 108 West, Sublette County, Wyoming:

Sec. 21 - NE1/4

Sec. 22 - W1/2NE1/4, SE1/4NE1/4, NW1/4, SE1/4, and SW1/4

Sec. 23 - SE1/4, N1/2SW1/4 and SE1/4SW1/4

Sec. 24 - SW1/4

Sec. 25 - W1/2NE1/4, NW1/4, N1/2SW1/4 and SE1/4

Sec. 26 - E1/2

Township 33 North, Range 110 West, Sublette County, Wyoming:

Sec. 5 - Lots 1, 2, 3 & 4; and S1/2NW1/4 and SW1/4

Sec. 6 - Lots 1, 2, 3 & 4; and S1/2NE1/4, SE1/4NW1/4 and SE1/4

Sec. 7 - NE1/4NE1/4

Sec. 8 - N1/2NW1/4

Township 34 North, Range 110 West, Sublette County, Wyoming:

Sec. 29 - That part of the south half lying south of the centerline of the Pinedale-Daniel road, U.S. Highway No. 187.

Sec. 30 - SE1/4 and that part of the S1/2NE1/4 lying south of the right-of-way of U.S. Highway No. 187, being a triangular shaped portion along the south line of the said S1/2NE1/4, being 14 foot wide at the west end and tapering to a point on the east end.

EXHIBIT A - Continued

Sec. 31 - All

Sec. 32 - N1/2, N1/2SE1/4, SW1/4SE1/4 and SW1/4

Sec. 33 - NW1/4

Township 34 North, Range 111 West, Sublette County, Wyoming:

Sec. 36 - S1/2, EXCEPT approximately 4 acres conveyed by the State of Wyoming to Mount-Olivet-Cemetery Association by Patent, dated January 22, 1910, which was filed for record in Sublette County, Wyoming, on December 11, 1942, and is there recorded in Book 2 of Patents, at page 264; and EXCEPT approximately 46/1000 acres conveyed by Vigo Miller and Iona R. Miller, husband and wife, to the Diocese of Cheyenne, by Warranty Deed, dated October 2, 1937, which was filed for record in Sublette County, Wyoming, on October 14, 1937, and is there recorded in Book 3 of Deeds at page 335.

Township 35 North, Range 111 West, Sublette County, Wyoming:

Sec. 8 - SW1/4SE1/4

Sec. 17 - SE1/4NE1/4 and that part of the W1/2NE1/4 lying easterly of main channel of the Green River.

Township 36 North, Range 111 West, Sublette County, Wyoming:

Sec. 4 - Lot 4; and S1/2NW1/4 and SW1/4

Sec. 5 - Lot 4; and SW1/4NE1/4, S1/2NW1/4, W1/2SE1/4, and SW1/4

Sec. 6 - Lots 1, 2, 3, 4, 5, 6, & 7; and S1/2NE1/4, SE1/4NW1/4, SE1/4 and E1/2SW1/4

Sec. 7 - Lots 1, 2, 3, & 4; and NE1/4 and E1/2W1/2

Sec. 8 - NW1/4NE1/4, N1/2NW1/4 and SW1/4NW1/4

EXHIBIT A - Continued

Sec. 9 - N1/2NW1/4 and SE1/4NW1/4

Sec. 17 - W1/2W1/2

Sec. 18 - E1/2 and E1/2W1/2

Sec. 19 - Lots 1, 2, 3, & 4; and E1/2NW1/4 and E1/2SW1/4

Sec. 30 - Lots 1 and 2; and NE1/4NW1/4

Township 36 North, Range 112 West, Sublette County, Wyoming:

Sec. 1 - Lots 1 and 2; and S1/2NE1/4, SE1/4 and SE1/4SW1/4

Sec. 12 - NE1/4, SE1/4, and that part of NW1/4NW1/4 and that part of the E1/2W1/2 lying and being east of the centerline of the State Highway No. 187.

Sec. 13 - That part of E1/2NW1/4 lying and being east of the centerline of the State Highway No. 187.

Sec. 24 - E1/2

Sec. 25 - SE1/4NE1/4

Township 37 North, Range 111 West, Sublette County, Wyoming:

Sec. 26 - W1/2NE1/4, SE1/4NW1/4, W1/2W1/2, SW1/4SE1/4 and SE1/4SW1/4

Sec. 27 - All

Sec. 34 - All

Sec. 35 - W1/2, W1/2E1/2

EXHIBIT A - Continued

The following described Bureau of Land Management Allotments:

Allotment No.	Name	AUM
2174	Soaphole 1	5
	Soaphole 2	635
	Soaphole 3	115
2173	Blue Rim	3,257
2176	Antelope Flat 1	113
	Antelope Flat 2	9
2177	Hay Draw	77
2178	Miller Home Place	24
2175	North Beaver Tracts	190

The following described Wyoming State Grazing Leases (School sections):

Leases No's 3-6962, 3-7253, 3-7501, and 3-8245

[redacted] [redacted] [redacted]

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.
W-92690

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: Amoco Production Company

Street: P.O. Box 800

City, State, Zip Code: Denver, CO 80201

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

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 30 N, R 106 W, Sublette County, 6th PM, WY
Sec 7: SE¼

208172

RECORDED August 22 1985 11:00 A M
IN BOOK 75 O&G PAGE 368
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy County Clerk, Deputy

Total acres in lease 160.00
160.00
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. TARSHIS
(Signing Officer)

Chief, Oil and Gas Section MAY 30 1985
(Title) (Date)

EFFECTIVE DATE OF LEASE JUN 1 1985

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

658822---

FOR LESSEE

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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 200,000 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 2nd day of May, 19 85

AMOCO PRODUCTION COMPANY

its Attorney-In-Fact

(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 thereof, 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 lessee includes land known to contain valuable deposits of leased resources, it may be relieved of cancellation by notice of proceedings. The 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 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.

[redacted] [redacted] [redacted]

W-92690

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 important seasonal wildlife (big game) habitat, exploration, drilling, or 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.

May 2, 1985
Date

AMOCO PRODUCTION COMPANY

Signature By its Attorney-in-Fact

658822

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PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 17th day of June, 1985, by and between First Wyoming Bank, as Trustee of the Fear Family Trust, 801 Pine Avenue, Kemmerer, Wyoming 83101, 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:

Township 32 North, Range 113 West, 6th PM
Section 8: Lots 1 (13.05 acs), 2 (13.55 acs), S½NE¼, N½SW¼, SE¼NW¼, NE¼SE¼
Section 9: Lots 3 (12.13 acs), 4 (12.57 acs), S½NW¼, NW¼SW¼
Section 10: S½SE¼
Section 15: NW¼NE¼, E½NW¼, SW¼NW¼, NW¼SW¼
Section 20: NE¼NE¼, S½NE¼, W½SE¼, NE¼SE¼
Section 21: NW¼, NW¼NE¼, NW¼SW¼

Township 33 North, Range 113 West, 6th PM
Section 34: SE¼, S½NE¼
Section 35: SW¼

208179
RECORDED August 23 1985 8:00 A.M
IN BOOK 75 Oil & G PAGE 371
FEES 8.75 Linda Lake COUNTY CLERK
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 1,571.30 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, *Fifteen percent (15%) 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 *Fifteen percent (15%) of the gas so sold or used, provided that on gas sold at the well the royalty shall be *Fifteen percent (15%) 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 801 Pine Avenue, Kemmerer, WY 83101 or any successor, herein called "depository bank," the sum of One Thousand One Hundred Sixty Five and 65/100---------DOLLARS ($1,165.65), 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 pr[redacted] 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 loss of markets, or inability to market,~~ 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.

83 [illegible]
Social Security or Tax Number

LESSOR SIGN HERE
FIRST WYOMING BANK, AS TRUSTEE OF THE FEAR FAMILY TRUST

By: Mae Dean Julian
Mae Dean Julian, Trust Officer

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF LINCOLN ss.

On this 28 day of June in the year 1985, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Mae Dean Julian, Trust Officer of First Wyoming Bank, as Trustee of the Fear Family Trust 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 ~~s/he~~ executed the same as ~~her~~ 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] Sheryl Bradford Weiner, Notary Public residing at Kemmerer, Wyoming

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 _____

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN
FIRST WYOMING BANK, AS TRUSTEE OF THE FEAR FAMILY TRUST, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE
DATED THE 17TH DAY OF JUNE, 1985

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:

First Wyoming Bank, as Trustee of the
Fear Family Trust

By: _____
Mae Dean Julian, Trust Officer

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-57546

Lease effective date
February 1, 1977

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 3.125 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 115 West, 6th P.M. Section 26: All containing 640.00 acres, more or less in Sublette County, Wyoming	

208182
RECORDED August 23 1985 8:00 A M
BOOK 250 PAGE 374
FEES $ 6.00 Ted Rhyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	3.125%
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%

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 August, 19 85.

By: _____
(Assignor's Signature)

P.O. Box 89
(Assignor's Address)

Stephen Smith

Denver, Colorado 80201
(City) (State) (Zip Code)

SS No. 499-58-1993

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

374

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 16th day of August, 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of August, 1985, personally appeared Stephen Smith, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

KATHY LARKIN — NOTARY PUBLIC — STATE OF COLORADO

Kathy Larkin
Notary Public
Address: 1616 Glenarm Place, Suite 1220
Denver, Colorado 80202

My Commission expires: February 3, 1986

request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this of 16th day of August, 19 85.

WITNESS my hand and official seal.

JANAE L. SPIDAHL — NOTARY PUBLIC — STATE OF COLORADO

My commission expires: 2-19-89

Janae L. Spidahl
Notary Public
Business address:
1750 W. Hampden Ave.
Englewood, CO 80110

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

GPO 887 - 859

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-57546

Lease effective date
February 1, 1977

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 3.125 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 115 West, 6th P.M. Section 26: All containing 640.00 acres, more or less in Sublette County, Wyoming	208183 RECORDED August 23 1985 8:00 A.M. IN BOOK 75 O+G PAGE 376 FEE $ 6.00 Lucy Rake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	3.125%
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%

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 August , 19 85 .

By: W. R. Everett
(Assignor's Signature)

W. R. Everett

SS No. 502-46 4588

P.O. Box 1036
(Assignor's Address)

Dickinson, North Dakota 58601
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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.

376

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.
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 16th day of August, 19 85.

EXXON CORPORATION

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2395
(Assignee's Address)

HOUSTON, TX 77252
(City) (State) (Zip Code)

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of August, 1985, personally appeared W. R. Everett, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

KATHY LARKIN — NOTARY PUBLIC — STATE OF COLORADO

Notary Public
Address: 1616 Glenarm Place, Suite 1220
Denver, Colorado 80202

My commission expires: February 3, 1986

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.

STATE OF Colorado }
COUNTY OF Arapahoe } SS.

(Corporation–Attorney in Fact – W/O.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 16th day of August, 19 85.

WITNESS my hand and official seal.

JANAE L. SPIDAHL — NOTARY PUBLIC — STATE OF COLORADO

My commission expires: 2-19-89

Notary Public
Business address:
750 W. Hampden Ave.
Englewood, CO 80110

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 887 - 889

[redacted] [redacted] [redacted]

X

378

379
X

[redacted] [redacted] [redacted]

00144

ASSIGNMENT OF OVERRIDING ROYALTY

I. A.G. ANDRIKOPOULOS
P.O. BOX 788
CHEYENNE, WYOMING 82001

DOES HEREBY SELL, ASSIGN, TRANSFER AND CONVEY AN OVERRIDING ROYALTY, OF ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON SUBSTANCES PRODUCED, SAVED AND SOLD FROM THE FOLLOWING DESCRIBED LAND UNDER AND PURSUANT TO THE PROVISIONS OF THE PARAGRAPH II DESCRIBED OIL AND GAS LEASE, FREE AND CLEAR OF ALL COST AND EXPENSE OF DEVELOPMENT AND OPERATIONS, TO THE FOLLOWING PARTIES IN THE AMOUNT SHOWN:

NAME	ADDRESS	OVERRIDING ROYALTY INTEREST CONVEYED
GALE O. KELLY AND PATSY R. KELLY, AS TENANTS IN COMMON	212 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.76% OF 100%
ESTELLE C. HAEFELE AND JAMES W. HAEFELE, AS TENANTS IN COMMON	7000 RANGER DRIVE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
DOROTHY J. SCRIBNER	200 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
JOHN G. ANDRIKOPOULOS AND JUDY K. ANDRIKOPOULOS, AS TENANTS IN COMMON	P. O. BOX 670 SARATOGA, WYOMING 82331	1/32ND OF 3.75% OF 100%

THIS CONVEYANCE IS SPECIFICALLY MADE SUBJECT TO THE LIMITATION THAT ASSIGNEES SHALL NOT ASSIGN THE OVERRIDING ROYALTY INTEREST HEREIN CONVEYED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSIGNOR, EXCEPT THAT THE ASSIGNEES MAY ASSIGN A UNIFORM UNDIVEDED INTEREST IN SAID OVERRIDING ROYALTY UNDER ALL OF THE ACREAGE DESCRIBED IN THIS ASSIGNMENT

THERE IS CONSIDERATION FOR THIS ASSIGNMENT.

II. OIL AND GAS LEASE: US-WY-53082

SUBLETTE COUNTY, WYOMING - T28N-R110W
SEC. 12: N/2, SW
CONTAINING 480.00 GROSS AND NET ACRES.

208201

RECORDED August 26 1985 11:00 AM
IN BOOK 75 O & G PAGE 380
FEES $5.25 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

DATED AUGUST 14, 1985, BUT EFFECTIVE SEPTEMBER 1, 1985 AT 7:00 A.M.

A. G. ANDRIKOPOULOS

CRIS M. ANDRIKOPOULOS, WIFE OF A. G. ANDRIKOPOULOS

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ON AUGUST 14, 1985, BEFORE ME PERSONALLY APPEARED A. G. ANDRIKOPOULOS AND CRIS M. ANDRIKOPOULOS, HUSBAND AND WIFE, TO ME KNOWN TO BE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY DULY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

Laura K. Bowen County of Laramie My Commission Expires: Notary Public State of Wyoming Jan. 29, 1987

NOTARY PUBLIC
RESIDING AT:

AFTER RECORDING, RETURN TO:
A. G. ANDRIKOPOULOS
P. O. BOX 788
CHEYENNE, WYOMING 82001

380

PLEASE INDICATE
RECORDING FEE

00133

ASSIGNMENT OF OVERRIDING ROYALTY

I. A.G. ANDRIKOPOULOS
P.O. BOX 788
CHEYENNE, WYOMING 82001

DOES HEREBY SELL, ASSIGN, TRANSFER AND CONVEY AN OVERRIDING ROYALTY, OF ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON SUBSTANCES PRODUCED, SAVED AND SOLD FROM THE FOLLOWING DESCRIBED LAND UNDER AND PURSUANT TO THE PROVISIONS OF THE PARAGRAPH II DESCRIBED OIL AND GAS LEASE, FREE AND CLEAR OF ALL COST AND EXPENSE OF DEVELOPMENT AND OPERATIONS, TO THE FOLLOWING PARTIES IN THE AMOUNT SHOWN:

NAME	ADDRESS	OVERRIDING ROYALTY INTEREST CONVEYED
GALE O. KELLY AND PATSY R. KELLY, AS TENANTS IN COMMON	212 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.50% OF 100%
DOROTHY J. SCRIBNER	200 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.50% OF 100%
JOHN G. ANDRIKOPOULOS AND JUDY K. ANDRIKOPOULOS, AS TENANTS IN COMMON	P. O. BOX 670 SARATOGA, WYOMING 82331	1/32ND OF 3.50% OF 100%

THIS CONVEYANCE IS SPECIFICALLY MADE SUBJECT TO THE LIMITATION THAT ASSIGNEES SHALL NOT ASSIGN THE OVERRIDING ROYALTY INTEREST HEREIN CONVEYED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSIGNOR, EXCEPT THAT THE ASSIGNEES MAY ASSIGN A UNIFORM UNDIVEDED INTEREST IN SAID OVERRIDING ROYALTY UNDER ALL OF THE ACREAGE DESCRIBED IN THIS ASSIGNMENT

THERE IS CONSIDERATION FOR THIS ASSIGNMENT.

II. OIL AND GAS LEASE: US-WY-48192

SUBLETTE COUNTY, WYOMING - T 27 N - R 110 W
Sec. 23: N½
Sec. 24: SE¼
Sec. 25: NE¼
Containing 640.00 Gross and Net Acres

208202

RECORDED August 26 1985 11:00 AM
IN BOOK 75 Oil & Gas PAGE 381
FEES $4.75 Lois J. Yakey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

DATED AUGUST 14, 1985, BUT EFFECTIVE SEPTEMBER 1, 1985 AT 7:00 A.M.

A. G. ANDRIKOPOULOS

CRIS M. ANDRIKOPOULOS, WIFE OF A. G. ANDRIKOPOULOS

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ON AUGUST 14, 1985, BEFORE ME PERSONALLY APPEARED A. G. ANDRIKOPOULOS AND CRIS M. ANDRIKOPOULOS, HUSBAND AND WIFE, TO ME KNOWN TO BE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY DULY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

Laura K. Bowen
County of Laramie
Notary Public
State of Wyoming
My Commission Expires: Jan. 29, 1987

NOTARY PUBLIC
RESIDING AT:

AFTER RECORDING, RETURN TO:
A. G. ANDRIKOPOULOS
P. O. BOX 7[redacted]
CHEYENNE, WYOMING 82001

PLEASE INDICATE
RECORDING FEE

[redacted] [redacted] [redacted]

00132

ASSIGNMENT OF OVERRIDING ROYALTY

I. A.G. ANDRIKOPOULOS
P.O. BOX 788
CHEYENNE, WYOMING 82001

DOES HEREBY SELL, ASSIGN, TRANSFER AND CONVEY AN OVERRIDING ROYALTY, OF ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON SUBSTANCES PRODUCED, SAVED AND SOLD FROM THE FOLLOWING DESCRIBED LAND UNDER AND PURSUANT TO THE PROVISIONS OF THE PARAGRAPH II DESCRIBED OIL AND GAS LEASE, FREE AND CLEAR OF ALL COST AND EXPENSE OF DEVELOPMENT AND OPERATIONS, TO THE FOLLOWING PARTIES IN THE AMOUNT SHOWN:

NAME	ADDRESS	OVERRIDING ROYALTY INTEREST CONVEYED
GALE O. KELLY AND PATSY R. KELLY, AS TENANTS IN COMMON	212 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
ESTELLE C. HAEFELE AND JAMES W. HAEFELE, AS TENANTS IN COMMON	7000 RANGER DRIVE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
DOROTHY J. SCRIBNER	200 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
JOHN G. ANDRIKOPOULOS AND JUDY K. ANDRIKOPOULOS, AS TENANTS IN COMMON	P. O. BOX 670 SARATOGA, WYOMING 82331	1/32ND OF 3.75% OF 100%

THIS CONVEYANCE IS SPECIFICALLY MADE SUBJECT TO THE LIMITATION THAT ASSIGNEES SHALL NOT ASSIGN THE OVERRIDING ROYALTY INTEREST HEREIN CONVEYED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSIGNOR, EXCEPT THAT THE ASSIGNEES MAY ASSIGN A UNIFORM UNDIVIDED INTEREST IN SAID OVERRIDING ROYALTY UNDER ALL OF THE ACREAGE DESCRIBED IN THIS ASSIGNMENT

THERE IS CONSIDERATION FOR THIS ASSIGNMENT.

II. OIL AND GAS LEASE: US-WY-48191

SUBLETTE COUNTY, WYOMING - T27N-R110W
SEC. 12: W/2NE, NW, N/2SW, SESW, SE
CONTAINING 520.00 GROSS AND NET ACRES

208203

RECORDED August 20 1985 11:00 AM
IN BOOK 75 O&G PAGE 382
FEES $5.25 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

DATED AUGUST 14, 1985, BUT EFFECTIVE SEPTEMBER 1, 1985 AT 7:00 A.M.

A. G. ANDRIKOPOULOS

CRIS M. ANDRIKOPOULOS, WIFE OF A. G. ANDRIKOPOULOS

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ON AUGUST 14, 1985, BEFORE ME PERSONALLY APPEARED A. G. ANDRIKOPOULOS AND CRIS M. ANDRIKOPOULOS, HUSBAND AND WIFE, TO ME KNOWN TO BE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY DULY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

Laura K. Bowen — County of Laramie — Notary Public State of Wyoming — My Commission Expires: Jan. 29, 1987

NOTARY PUBLIC
RESIDING AT:

AFTER RECORDING, RETURN TO:
A. G. ANDRIKOPOULOS
P. O. BOX 788
CHEYENNE, WYOMING 82001

PLEASE INDICATE
RECORDING FEE

00127

ASSIGNMENT OF OVERRIDING ROYALTY

I. A.G. ANDRIKOPOULOS
P.O. BOX 788
CHEYENNE, WYOMING 82001

DOES HEREBY SELL, ASSIGN, TRANSFER AND CONVEY AN OVERRIDING ROYALTY, OF ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON SUBSTANCES PRODUCED, SAVED AND SOLD FROM THE FOLLOWING DESCRIBED LAND UNDER AND PURSUANT TO THE PROVISIONS OF THE PARAGRAPH II DESCRIBED OIL AND GAS LEASE, FREE AND CLEAR OF ALL COST AND EXPENSE OF DEVELOPMENT AND OPERATIONS, TO THE FOLLOWING PARTIES IN THE AMOUNT SHOWN:

NAME	ADDRESS	OVERRIDING ROYALTY INTEREST CONVEYED
GALE O. KELLY AND PATSY R. KELLY, AS TENANTS IN COMMON	212 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
ESTELLE C. HAEFELE AND JAMES W. HAEFELE, AS TENANTS IN COMMON	7000 RANGER DRIVE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
DOROTHY J. SCRIBNER	200 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 3.75% OF 100%
JOHN G. ANDRIKOPOULOS AND JUDY K. ANDRIKOPOULOS, AS TENANTS IN COMMON	P. O. BOX 670 SARATOGA, WYOMING 82331	1/32ND OF 3.75% OF 100%

THIS CONVEYANCE IS SPECIFICALLY MADE SUBJECT TO THE LIMITATION THAT ASSIGNEES SHALL NOT ASSIGN THE OVERRIDING ROYALTY INTEREST HEREIN CONVEYED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSIGNOR, EXCEPT THAT THE ASSIGNEES MAY ASSIGN A UNIFORM UNDIVIDED INTEREST IN SAID OVERRIDING ROYALTY UNDER ALL OF THE ACREAGE DESCRIBED IN THIS ASSIGNMENT

THERE IS CONSIDERATION FOR THIS ASSIGNMENT.

II. OIL AND GAS LEASE: US-WY-45261

SUBLETTE COUNTY, WYOMING - T29N-R114W
SEC. 10: ALL
SEC. 14: W/2
SEC. 15: E/2
CONTAINING 1,280.00 GROSS AND NET ACRES

208204

RECORDED August 26 1985 11:00 AM
IN BOOK 75 O&G PAGE 383
FEES $5.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

DATED AUGUST 14, 1985 BUT EFFECTIVE SEPTEMBER 1, 1985 AT 7:00 A.M.

A. G. ANDRIKOPOULOS

CRIS M. ANDRIKOPOULOS, WIFE OF A. G. ANDRIKOPOULOS

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ON AUGUST 14, 1985, BEFORE ME PERSONALLY APPEARED A. G. ANDRIKOPOULOS AND CRIS M. ANDRIKOPOULOS, HUSBAND AND WIFE, TO ME KNOWN TO BE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY DULY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

Laura K. Bowen Notary Public in Laramie State of Wyoming My Commission Expires Jan. 29, 1987

NOTARY PUBLIC
RESIDING AT:

AFTER RECORDING, RETURN TO:
A. G. ANDRIKOPOULOS
P. O. BOX [redacted]
CHEYENNE, [redacted] 82001

PLEASE INDICATE
RECORDING FEE

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

00087

I.. A.G. ANDRIKOPOULOS
P.O. BOX 788
CHEYENNE, WYOMING 82001

DOES HEREBY SELL, ASSIGN, TRANSFER AND CONVEY AN OVERRIDING ROYALTY, OF ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBON SUBSTANCES PRODUCED, SAVED AND SOLD FROM THE FOLLOWING DESCRIBED LAND UNDER AND PURSUANT TO THE PROVISIONS OF THE PARAGRAPH II DESCRIBED OIL AND GAS LEASE, FREE AND CLEAR OF ALL COST AND EXPENSE OF DEVELOPMENT AND OPERATIONS, TO THE FOLLOWING PARTIES IN THE AMOUNT SHOWN:

NAME	ADDRESS	OVERRIDING ROYALTY INTEREST CONVEYED
GALE O. KELLY AND PATSY R. KELLY, AS TENANTS IN COMMON	212 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 2.25% OF 100%
ESTELLE C. HAEFELE AND JAMES W. HAEFELE, AS TENANTS IN COMMON	7000 RANGER DRIVE CHEYENNE, WYOMING 82009	1/16TH OF 2.25% OF 100%
DOROTHY J. SCRIBNER	200 CASCADE AVENUE CHEYENNE, WYOMING 82009	1/16TH OF 2.25% OF 100%
JOHN G. ANDRIKOPOULOS AND JUDY K. ANDRIKOPOULOS, AS TENANTS IN COMMON	P. O. BOX 670 SARATOGA, WYOMING 82331	1/32ND OF 2.25% OF 100%

THIS CONVEYANCE IS SPECIFICALLY MADE SUBJECT TO THE LIMITATION THAT ASSIGNEES SHALL NOT ASSIGN THE OVERRIDING ROYALTY INTEREST HEREIN CONVEYED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSIGNOR, EXCEPT THAT THE ASSIGNEES MAY ASSIGN A UNIFORM UNDIVIDED INTEREST IN SAID OVERRIDING ROYALTY UNDER ALL OF THE ACREAGE DESCRIBED IN THIS ASSIGNMENT

THERE IS CONSIDERATION FOR THIS ASSIGNMENT.

II. OIL AND GAS LEASE: US-WY-14189

SUBLETTE COUNTY, WYOMING - T38N-R114W
SEC. 27: E/2
SEC. 34: E/2
CONTAINING 640.00 GROSS AND NET ACRES

208205

RECORDED August 26 1985 11:00 AM
IN BOOK 75 Oil & Gas PAGE 384
FEES $ 5.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

DATED AUGUST 14, 1985, BUT EFFECTIVE SEPTEMBER 1, 1985 AT 7:00 A.M.

A. G. ANDRIKOPOULOS

CRIS M. ANDRIKOPOULOS, WIFE OF A. G. ANDRIKOPOULOS

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ON AUGUST 14, 1985, BEFORE ME PERSONALLY APPEARED A. G. ANDRIKOPOULOS AND CRIS M. ANDRIKOPOULOS, HUSBAND AND WIFE, TO ME KNOWN TO BE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY DULY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

Laura K. Bowen
County of Laramie
My Commission Expires: Jan. 29, 1987
Notary Public
State of Wyoming

NOTARY PUBLIC
RESIDING AT:

AFTER RECORDING, RETURN TO:
A. G. ANDRIKOPOULOS
P. O. BOX 788
CHEYENNE, WYOMING 82001

384

PLEASE INDICATE
RECORDING FEE

385

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
8055 E. TUFTS AVE. PARKWAY
DENVER, CO 80237

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF PHILLIPS PETROLEUM COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING PHILLIPS OIL COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF JULY, A.D. 1985, AT 2:10 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

208232

RECORDED Aug. 27 1985 8:00AM
IN BOOK 75 O & G PAGE 385
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Sweeney, Deputy

8521202 31

Michael Harkins, Secretary of State

AUTHENTICATION: 1057685 9

DATE: 07/31/1985

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
PHILLIPS OIL COMPANY
INTO
PHILLIPS PETROLEUM COMPANY

(Pursuant to Section 253 of the General
Corporation Law of Delaware)

Phillips Petroleum Company, a Delaware corporation (the "Company"), does hereby certify:

FIRST: That the Company is incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Company owns all of the outstanding shares of each class of the capital stock of Phillips Oil Company, a Delaware corporation.

THIRD: That the Company, by the following resolutions of its Board of Directors, duly adopted on the 8th day of July, 1985, determined to merge into itself Phillips Oil Company on the conditions set forth in such resolutions effective 12:01 a.m. August 1, 1985:

RESOLVED, that this Company upon becoming the owner of all of the issued and outstanding shares of each class of the capital stock of Phillips Oil Company, be and is hereby authorized to merge into itself, effective 12:01 a.m. August 1, 1985 Phillips Oil Company, a Delaware corporation and assume all of such subsidiary's assets, liabilities and obligations.

RESOLVED, FURTHER, the Chairman of the Board, the President, any Executive Vice President, any Vice President, the Treasurer or any Assistant Treasurer, and each of them severally, for and on behalf of this Company, be and are hereby authorized to enter into and execute any and all documents, certificates, agreements or other things, and to do and perform any and all such acts (specifically including but in no way limited to the filing of any certificate or any item in any governmental office(s), with or without the attestation of any Secretary or Assistant Secretary of this Company, which attestation is hereby authorized) as the officer(s) above authorized, in his or their sole discretion, deem necessary or advisable in order to effect and evidence the merger of Phillips Oil Company into this Company.

IN WITNESS WHEREOF, said Phillips Petroleum Company has caused its corporate seal to be affixed and this certificate to be signed by L. M. Rickards, an Executive Vice President, and George C. Meese, its Secretary, this 30th day of July, 1985.

PHILLIPS PETROLEUM COMPANY

BY: L. M. Rickards
L. M. Rickards
Executive Vice President

ATTEST: G. C. Meese
Secretary

PHILLIPS PETROLEUM COMPANY 1917 DELAWARE

[redacted]

Form 4-213
(December 1949)

[redacted]

08430

[redacted] SECRETARY'S FILE
No. 3633-K/24

W 2627

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Contract No. I-3L/24/....
NONCOMPETITIVE

Office Evanston
Serial 025949

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

JUN 1 1950

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Edwina Still
424 Cont'l Oil Bldg.
Denver 2, Colorado.
party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in [redacted]

T. 27 N., R. 114 W., 6th P.M., Wyoming.
sec. 12, E½, E½SW¼, SE¼NW¼;
sec. 13, W½, W½E½;

208233
RECORDED August 27 1985 8:00 AM
IN BOOK 75 O&G PAGE 388
FEES $16.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Sheeney, Deputy

NOTED:

containing 920.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

16—50705-4

FOR CLAIMANT

388

Until a general lease bond is filed a noncompetitive lessee will be required 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 all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) Cooperative or unit plan.—Within 30 days of demand, or if the land is within an approved unit plan, in the event such a 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 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 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 under instructions of said Secretary; (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 require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest 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. The lessee shall not 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) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas, or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

(f) 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 amounts 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, investment, depreciation, and costs.

(g) 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.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(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 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 before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) Taxes and wages—Freedom of purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line 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 pipe line,

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(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) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved—Easements and rights-of-way.—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in 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 any of the lands embraced within this lease which are owned by the United States 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.

(c) Monopoly and fair prices.—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of royalties.—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) Casing.—All rights pursuant to section 40 of the act to purchase casing and lease or operate valuable water wells.

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter 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 the same, making just compensation for any damage or injury occasioned thereby.

SEC. 4. Drilling and producing restrictions.—It is covenanted and 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 regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

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 lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

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 make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said 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. A waiver of any particular

16—50705-4

cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, 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, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Manager.

Homer S. Yarnall
Denver, Colorado

George N. Teal
Denver, Colo.

Witnesses to signature of lessee.

X Edwina Hill
Lessee.

U. S. GOVERNMENT PRINTING OFFICE 16—50706-4

Schedule "A"

RENTALS AND ROYALTIES

Rentals--To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimur Royalty--To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production--To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations".

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of the product only on approval by the Secretary of the Interior.

Lease

395

R7715

8/12/52

08430

SECRETARY'S FILE
No. 3633-K/28

W 26327

10.00

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 25th day of April, 1952, by and between EDWINA STILL, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee",

W I T N E S S E T H:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated June 1, 1950, by and between the United States of America, party of the first part, as Lessor, and EDWINA STILL, party of the second part, as Lessee, and designated as Evanston, Serial No. 025949, covering the following described lands situate in the County of Sublette, State of Wyoming, as follows:

Township 27 North, Range 114 West, 6th P.M.
Sec. 12: E½, E½SW¼, SE¼NW¼
13: W½, W½E½

containing 920.00 acres, more or less.

208234

RECORDED August 27 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 395
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

NOW, THEREFORE, for and in consideration of the sum of Ten & No/100 Dollars ($ 10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to Two and One-Half - - - Per Cent (2-1/2 %) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

[redacted] [redacted] [redacted]

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then latest revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, or General Petroleum Corporation, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5¢) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to Two & One-Half Per Cent (2-1/2%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to Two & One-Half Per Cent (2-1/2%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production for the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the Government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. Assignor, whether one or more, hereby severally waives all rights in the lands above described subject to this Assignment under all exemption laws of the State of Wyoming.

12. Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

N. D. Macauley
Witness
Deborah W. Tinker-Denver, Colo.
Address

	Initials	Date
Authorized By	[illegible]	7/23/52
Approved As To Form For Legal Dept.	[illegible]	
Noted For Contract Dept.		
Description Checked	[illegible]	[illegible]

Witness
Address
Nancy A. Craven
612 So. Flower St.
Los Angeles, Calif.

Edwina Sires

Assignor

GENERAL PETROLEUM CORPORATION

By [illegible] Vice President

By [illegible] Assistant Secretary

Assignee

3518

399

MICROFILMED

W26277

08430 SECRETARY'S FILE

B 80506 Form No. 4-1175 (July 1951)

RECEIVED MAY 1 1953 OFFICE STAMP

NOT TO BE FILLED IN BY LESSEE

Receipt No. 70030 No 3633-K2e

The following to be filled in by land office when new serial number is required:

New Serial No. .....

Office Evanston Wyoming

Serial No. Ex 025949 Evanston

Date of Lease June 1, 1950

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to Marie G. LaMontagne, a married woman, (Name and address)

of 1716 Fletcher Avenue, So. Pasadena, California,

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

Township 27 North, Range 114 West, 6th P.M., Wyoming

Section 12: E½, E½SW¼, SE¼NW¼
13: W½, W½E½

containing 920.00 acres, more or less.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 100%
4. Overriding royalty reserved herein to assignor Nil (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 2½% (State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed and witnessed this 27th day of April

WITNESS:

Nancy A. Jacobson

612 So. Flower St.
Los Angeles 17, Calif.

GENERAL PETROLEUM CORPORATION

By (Assignor's signature)

Vice President

By

(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born yes Naturalized .....
   Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed and witnessed this 6th day of May 1953

WITNESSES:

U. N. Oil, 1991 Oak St.
South Pasadena, Calif.
(Name and address)

(Name and address)

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 offer.

Marie G. LaMontagne
(Assignee's signature)

(Address)

Assignment approved effective JUN 1 1953

208235

THE UNITED STATES OF AMERICA

By
(Signing officer)

Manager, Land and Survey Office
(Title)

RECORDED August 27 1985 8:00 A.M.
IN BOOK 75 Oil PAGE 399
FEES 6.00 Doris J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
By Carol A. Cheney Deputy

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.

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

54523 16—64894-1

INSTRUCTIONS

1. *Use of Form.*—This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subssequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an individual lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4-1167 or 4-1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

Printed by WOLCOTTS
214 S. Spring St., Los Angeles 12, Calif.

W 2627

W 2627
ASSIGNMENT
GENERAL PETROLEUM CORPORATION
TO
MARIE G. LAMONTAGNE

401

Form 4-1238
(Nov. 1953)

W 26327

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial No. 025949 (W 3633-K/2d)

Date of lease June 1, 1950

APPLICATION FOR EXTENSION OF OIL AND GAS LEASE
Section 17, Mineral Leasing Act, as amended (60 Stat. 951, 30 U. S. C. sec. 226)

[Use a typewriter or print plainly in ink and sign in ink]

March 11, 1955

1. Mr.
Mrs.
Miss Marie G. LaMontagne
(Name)

1716 Fletcher Avenue
(Number and street)

So. Pasadena, California
(City and State)

the record title holder of the above-noted oil and gas lease hereby applies for a 5-year extension of the lease pursuant to the regulations 43 CFR 192.120.

2. The lands included in the lease are:

T. 27 N., R. 114 W., 6th P.M.
Sec. 12: E½, E½SW¼, SE¼NW¼
Sec. 13: W½, W½E½

containing 920.00 acres, more or less.

208236

RECORDED Aug 27 1955 8:04 A.M.
IN BOOK 75 Oil & Gas PAGE 401
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney, Deputy

PUBLIC LAW 555, 83RD CONGRESS

3. Rental for the sixth year of the lease in the amount of $460.00 is remitted herewith.

Marie G. LaMontagne
(Lessee signature)

(Lessee signature)

LEASE EXTENDED

The land in the lease except
(If no exceptions insert "None")
was not within the known geologic structure of a producing oil or gas field on the expiration of the initial 5-year term of the lease or withdrawn from leasing under the conditions specified in section 17 of the Mineral Leasing Act.

Accordingly the term of the lease as to the land not excepted is extended for 5 years and so long thereafter as oil or gas is produced in paying quantities.

THE UNITED STATES OF AMERICA

By Edward Scott
(Signing officer)

MAY 31 1960
Lease extended to

Acting Manager Land Office
(Title)

JUN 21 1955
(Date)

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.120.

16—69742-1

NOTICE

This lease is subject to Public Law 555 enacted on July 29, 1954 which amends section 31 of the 1920 Mineral Leasing Act (41 Stat. 447; 30 U.S.C. sec. 188) to provide that

"...upon the failure of lessee to pay the lease rental on or before the anniversary date of the lease, for any lease on which there is no well capable of producing oil and gas in paying quantities, the lease shall automatically terminate by operation of law: Provided, however, That when the time for payment falls upon any day in which the proper office for payment is not open, payment may be received the next official working day and shall be [redacted]lered as timely made."

INSTRUCTIONS

1. *Use of form.*—This form is to be used in applying for a 5-year extension of a noncompetitive oil and gas lease pursuant to section 17 of the Mineral Leasing Act, as amended. It is not to be used if the leased lands are within the known geologic structure of a producing oil or gas field at the date of expiration of the original lease. An application must be filed within the period of 90 days prior to the expiration of the original lease.

2. *Place of filing—Copies required.*—The form must be prepared in quintuplicate and filed in the proper land office. Applications for lands in States in which there is no land office must be filed with the Bureau of Land Management, Washington 25, D. C.

3. *Advance rental.*—Unless previously paid, the application should be accompanied by the rental for the sixth year of the lease amounting to 50 cents per acre or fraction of an acre unless the lands are in Alaska in which event the advance rental required is 25 cents per acre or fraction thereof.

4. *Bonds.*—Where liability under the lease is not covered by a nationwide bond, and a bond is required pursuant to the terms of the lease, the application should be accompanied by a bond or by consent of surety to remain bound under any existing bond as to the extended term of the lease.

U. S. GOVERNMENT PRINTING OFFICE 16—60742-1

W 26627

APPLICATION FOR EXTENSION
OF OIL & GAS LEASE

W 26627

402

87676

403

W21427

08430

3633-K/2j

RECEIVED MAY 26 1955 Bureau of Land Management Wyoming

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 2nd day of May, 1955, by and between Marie G. LaMontagne, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated June 1, 1950, by and between the United States of America, party of the first part, as Lessor, and Edwina Still, party of the second part, as Lessee, and designated as Evanston, Serial No. 025949, covering the following described lands situate in the County of Sublette, State of Wyoming, as follows:

T. 27 N., R. 11½ W., 6th P.M.

Sec. 12: E½, E½SW¼, SE¼NW¼
Sec. 13: W½, W½E½

containing 920.00 acres, more or less.

Assignment approved:
Acting Manager, Land Office

208237
RECORDED Aug 27 1985 8:00 A M
IN BOOK 75 O&G PAGE 403
FEES 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney, Deputy

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to one-half of one Per Cent (½%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Stanolind Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to one-half of one Per Cent (½%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to one-half of one Per Cent (½%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production of the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. No change in ownership of the overriding royalty reserved herein to Assignor shall be binding upon Assignee until Assignee has received from the transferee a certified copy of the instrument of transfer together with certified copies of all instruments showing valid deraignment of title from Assignor. In the event of changes in ownership so as to require more than three separate payments by reason of division of said overriding royalty, Assignee shall have the right to require the designation of a single agent for all of the owners of said overriding royalty, and payment by Assignee to such agent in a single sum shall discharge Assignee's obligations to pay said overriding royalty and Assignee shall have no obligation as to the distribution thereof.

12. Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

E. A. Otis
Witness

1971 Oak St. San Francisco, Calif.
Address

Carol Scrutchfield
Witness

Los Angeles 17, Calif.
Address

Marie L. La Montagne
Assignor

GENERAL PETROLEUM CORPORATION

By J. Thompson
Vice President

By J. Mott
Assistant Secretary

Assignee

404

88335

Form No. 4-1176
(July 1951)

3-1/21/55

405

MICROFILMED

W 26627

08450

SECRETARY'S FILE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 3623
The following to be filled in by land office when new serial number is required:
New Serial No. .....

K/2m

OFFICE STAMP

Office Evanston
Serial No. 025949
Date of Lease June 1, 1950

PARTIAL

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to PHILLIPS PETROLEUM COMPANY, (Name and address)

a corporation,

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

T. 27 N., R. 114 W., 6th P.M.

Sec. 12: E½; E½SW¼; SE¼NW¼
Sec. 13: W½; W½E½

containing 920 acres, more or less.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 40%
4. Overriding royalty reserved herein to assignor (See item 5 of Instructions.) N11 (State percentage only)
5. Overriding royalties previously reserved 3% (State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed and witnessed this 14th day of July, 1955

WITNESS:

Vera T. Rackham

(Assignor's signature)

(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) _____
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 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Executed and witnessed this _____ day of _____ 19____

WITNESSES:

_____ (Name and address)

_____ (Name and address)

_____ (Assignee's signature)

_____ (Address)

Assignment approved effective _____

THE UNITED STATES OF AMERICA

By _____ (Signing officer)

_____ (Title)

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 offer.

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.

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

59719 16—64894—1

208238

RECORDED Aug. 27 1985 8:00 A.M
IN BOOK 75 Oil PAGE 405
FEES 6.00 Lois J. Yate COUNTY CLERK
SUBLETTE COUNTY CLERK
[redacted]

INSTRUCTIONS

1. *Use of Form.*—This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an oustanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an individual lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4-1167 or 4-1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment for Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

Printed by WOLCOTTS
214 S. Spring St., Los Angeles 12, Calif.

W 26627

PARTIAL ASSIGNMENT

GENERAL PETROLEUM CORPORATION
TO
PHILLIPS PETROLEUM COMPANY

W 26627

406

407

MICROFILMED

F. I. SECRETARY'S FILE
No. 9633-K/20

W26327

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office
403 Federal Office Building
Box 670, Cheyenne, Wyoming

Evanston 025949

September 27, 1955
Oil and Gas

DECISION

Assignor: General Petroleum Corporation

Assignment
Filed or completed:
September 9, 1955

Assignee: Phillips Petroleum Company, Bartlesville, Oklahoma

Assignment Approved

The above-captioned assignment of oil and gas lease is hereby approved, effective on the first day of the lease month following the date of its filing or completion.

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.

This is an assignment of an undivided 40% interest in the above lease.

208238

RECORDED August 27 1985 8:00 AM
IN BOOK 75 O&G PAGE 407
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

PERRY T...
Land ...
Lease ...

BUREAU OF LAND MANAGEMENT
Manager
Wyoming

EO
3 cc GS, Casper

Form No. 4-334b
(Feb. 1958)

[redacted] [redacted] W2632

EXECUTED COPY

FORM 26

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

KANSAS BLUE PRINT CO. 3633-K/2-1

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. Evanston 025049

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:
WHEREAS, the undersigned, K.E.Jennings and Dorothy Jennings, his wife,
by virtue of an agreement or assignment dated the 26th day of April, 19 50, between
Edwina Still and General Petroleum Corporation,
and recorded in the Office of the County Clerk of the County of _____, State of _____,
is the owner of an overriding royalty of 9/16 of 1 per cent (9/16 of 1 %) of all oil, gas, casinghead gas, and other
hydrocarbon substances which may be produced and saved from the following described lands situated in the County of
Sublette, State of Wyoming, to-wit:

Township 27 North, Range 114 West

Section; 12; E½, E½ SW¼, & SE NW¼

Section 13; W½ & W½ E½

Containing 920 acres, more or less.

208240

RECORDED August 27 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 408
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

RECEIVED
BUREAU OF LAND MANAGEMENT
LAND OFFICE
CHEYENNE, WYOMING
1950 DEC 1 AM 11 06 7

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing
Cheyenne, Wyoming Land Office Serial No. Evanston 025049

NOW, THEREFORE, for and in consideration of the sum of Ten and more W.B. Hoffline ($ 10.00)
and other good and valuable considerations in hand paid by
of P.O.Box 521, Cheyenne, Wyo., hereinafter called "Assignee," the receipt and sufficiency of
which is hereby acknowledged by K.E.Jennings and Dorothy Jennings, hereinafter
called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and
convey unto Assignee Chehalis (1/2) of the aforementioned overriding royalty,
and being 9/32nds of 1 per cent (9/32 of 1 %) of all oil, gas, casinghead gas, and other hydrocarbon substances
which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas
lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, his heirs, personal representatives, successors, and assigns, subject,
however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly
vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that they are is the lawful owner of the interest hereby transferred and
assigned; that they has full right and authority to transfer and assign the same; that said interest is free and clear
of all liens and encumbrances; and that they will warrant and forever defend the same against the lawful claims and
demands of all persons whomsoever. by, Through and under the undersigned, but not otherwise

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 16 day of April, 19 51

WITNESS:

K.E.Jennings

Dorothy Jennings

408

ACKNOWLEDGMENTS

STATE OF COLORADO,
COUNTY OF_____ } ss.

The foregoing instrument was acknowledged before me this_____day of_____
19____, by_____
_____

WITNESS my hand and official seal.
My commission expires:

_____
Notary Public

STATE OF UTAH_____
COUNTY OF_____ } ss:

On the_____day of_____, A. D. 19____, personally appeared before me
_____
_____,
the signer__of the above instrument, who duly acknowledged to me that__he__executed the same.
My commission expires

_____
Notary Public

STATE OF MONTANA,
COUNTY OF_____ } ss.

On this_____day of_____, in the year 19____, before me,
_____, Notary Public, personally
appeared_____
_____
_____
known to me to be the person____ whose name____ _____ subscribed to the within instrument, and acknowledged to me that ____he____ executed the same.

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the_____day of_____, 19____.

_____
Notary Public for State of Montana
Residing at_____

W 2627

STATE OF Texas
COUNTY OF Taylor } ss.

On this 12 day of April, 19 51, before me personally appeared K.E.Jennings and Dorothy Jennings, his wife
_____
to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that he y 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 effect of signing and acknowledging the said instrument.

Given under my hand and seal this 12 day of April, 19 51.

My commission expires:
June 1, 1951

H. E. Shrum
Notary Public

W 2627
ASSIGNMENT OF OVERRIDING ROYALTY

No. 913A. —Bra[redacted]nson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-[redacted], Denver, Colorado

[redacted] 3633-K/2 24327

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. Evanston 025949

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Thomas G. Dorough, by virtue of an agreement or assignment dated the 3rd day of December, 1958, between Thomas W. Crane and Thomas G. Dorough, and recorded in the Office of the County Clerk of the County of ____, State of ____, is the owner of an overriding royalty of 9/16th of one per cent (9/16 of 1%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 27 North, Range 114 West
Section 12: E½, E½SW¼, SE¼NW¼
Section 13: W½, W½E½

Containing 920 acres, more or less.

208241
RECORDED August 27 1985 8:00 AM
IN BOOK 75 O&G PAGE 410
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carol A. Cheeney, Deputy

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Cheyenne, Wyoming Land Office Serial No. Evanston 025919

NOW, THEREFORE, for and in consideration of the sum of ten and more---------- ($ 10.00) and other good and valuable considerations in hand paid by H. F. Macauley of 503 - 18th St., Denver 2, Colorado, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Thomas G. Dorough, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee one-half (1/2) of the aforementioned overiding royalty, and being nine/thirty-seconds of one per cent (9/32nds of 1%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, his heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever by through and under the undersigned, but not otherwise.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 8th day of December, 1958.

WITNESS:

Thomas G. Dorough

410

411

ACKNOWLEDGMENTS

STATE OF COLORADO,
COUNTY OF ..... } ss.

The foregoing instrument was acknowledged before me this.....day of.....
19....., by.....
.....

WITNESS my hand and official seal.
My commission expires:

.....
Notary Public

STATE OF UTAH,
COUNTY OF ..... } ss.

On the.....day of....., A. D. 19....., personally appeared before me
.....
.....
the signer.....of the above instrument, who duly acknowledged to me that .....he.....executed the same.
My commission expires:

.....
Notary Public

STATE OF MONTANA,
COUNTY OF ..... } ss.

On this.....day of....., in the year 19....., before me,
....., Notary Public, personally
appeared .....
.....
.....
known to me to be the person..... whose name.....subscribed to the within instrument, and acknowledged to me that .....he..... executed the same.

Witness my hand and Notarial Seal the date last aforesaid.
My commission expires on the.....day of....., 19.....

.....
Notary Public for State of Montana

Residing at.....

STATE OF ~~WYOMING~~ COLORADO
City &
COUNTY OF DENVER } ss.

On this 8th day of December, 19 58, before me personally
appeared Thomas G. Dorough
.....
to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to me that .....he..... executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 8th day of December, 19 53
My commission expires:

July 26, 1960

Notary Public

W 2827

ASSIGNMENT OF OVERRIDING ROYALTY

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
Federal Serial No. W-72837

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned:

VALERIA M. MOHR

hereinafter called Assignor whether one or more, for and in consideration of One Dollar ($1.00) or other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto:

BETTY LOU or THOMAS ROY HOUSTON

hereinafter called Assignee whether one or more, an overriding royalty free and clear of all cost and expenses of development and operation, excepting those taxes applicable to said interest and the production therefrom, in the amount of:

six and one quarter percent of eight eights (6¼ % 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:

T. 28 N., R. 110 W., 6th. Prin. Mer., Sec. 5: Lots 1,2,3,4, S½, Sec. 6: Lot 4, S½SE¼, Sec. 7: E½, Sec. 8: All, containing 1559.79 acres in Sublette County, Wyoming, Lease Serial no. W-72837, Effective Date, July 1, 1981

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, divisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions, that:

1) The overriding royalty interest herein conveyed is payable out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease including any extensions or renewals thereof.

2) This assignment of overriding royalty is made without warranty of title either express or implied.

It is expressly agreed by the parties hereto that in the event the lease (s) referred to in this instrument cover less than the full and entire fee simple mineral interest in all the lands described therein, then, as to any particular land in which the lessor whether one or more, owned or owns less than the full and entire mineral estate therein, the overriding royalty herein referred to shall be payable and paid only in the proportion that the mineral interest in such land covered by such lease bears to the full and entire fee simple mineral interest in such land.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 30th day of August, 1985.

×Valeria M. Mohr
Assignor

Assignor

STATE OF Illinois
COUNTY OF Lake

208268

RECORDED August 28 1985 1:00 P M
IN BOOK 75 O & G PAGE 412
FEES 4.00 Brenda J. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me this 30th day of August, 1985, by Valeria M. Mohr

Witness my hand and notarial seal. 412

My Commission expires June 20, 1989 Brenda J. Anderson
Notary Public

BRENDA J. ANDERSON NOTARY PUBLIC LAKE COUNTY, ILL.

413

AFTER RECORDING RETURN TO:
PHILLIPS PETROLEUM COMPANY
8055 E. TUFTS AVE. PARKWAY
DENVER, CO 80237

RELEASE OF OIL AND GAS LEASE

4, 50/

The PHILLIPS PETROLEUM COMPANY, a Corporation, with offices at Bartlesville, Oklahoma, _____

_____ does _____

hereby release, relinquish and surrender all its right, title and interest in and to the following oil and gas lease in

SUBLETTE COUNTY, STATE OF WY to-wit:

DATE OF LEASE			RECORDING ENTRY		LESSOR	LESSEE
MO	DAY	YR	BOOK	PAGE		
08	01	75	51	471	UNITED STATES OF AMERICA	BURMAH OIL & GAS CO

LEASE NUMBER	DESCRIPTION
G212979	E/2 SE/4 & SW/4 SE/4 SEC 9-28N-111W, 6TH PM FEDERAL SERIAL NO. W-51348

Signed and executed this 28TH day of JULY, 19 85

PHILLIPS PETROLEUM COMPANY

By V. A. Robinson
Its Attorney-In-Fact

208274

RECORDED August 29 1985 8:00 AM
IN BOOK 75 O&G PAGE 413
FEES $ 4.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

STATE OF COLORADO
COUNTY OF DENVER } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28TH day of JULY, 19 85, personally appeared V. A. ROBINSON

to me known to be the identical person who executed the within and foregoing instrument as attorney-in-fact of PHILLIPS PETROLEUM COMPANY, a Corporation, the maker thereof, 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 PHILLIPS PETROLEUM COMPANY, for the uses and purposes therein set forth.

My commission expires Aug. 13, 1985

Ruth Ann Groff
Notary Public

E & P, LAND DI[redacted]UDITING & LEASE INFORMATION RESO[redacted] RC [redacted]

Form 8456-N 12-83

Form 3120-19
(4-1158)
(September 1966)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

of Land Management
Land Office
Wyoming
OCT 22 1968
7 8 9 10 11 12 1 2 3 4 5 6 PM

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181–263)

Patricia C. Runge
P. O. Box 2537
Casper, Wyoming 82601

Name
Street
City
State
ZIP Code

RECEIVED
BR. OF MINERAL CLASS.
OCT 21 1968
GEOLOGICAL SURVEY
CASPER, WYOMING

W 15349
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 322

T. 37 N., R. 114 W., 6th Prin. Mer., Wyoming — Sublette County

Sec. 34: SW¼SW¼

208293
RECORDED August 29 1985 4:30 PM
IN BOOK 75 O & G PAGE 414
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Containing a total of 40.00 acres	Annual Rental . . . . . $ 20.00

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 1968

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

OCT 18 1968
(Date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

Lands in lease were not within a known geologic structure of producing oil or gas field at date of lease issuance.

[signature]
ACTING District Engineer
For the Director
U. S. Geological Survey

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Bartlo
BUREAU OF LAND MANAGEMENT

ORIGINAL

414

415

No. **21 — 3972**

No. **21 — 3972**

SEE INSTRUCTIONS ON REVERSE

15349

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 322

State Wyoming

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel if such a lease is issued by the Bureau of Land Management as a result of this drawing.

Patricia C. Rumsey

(Signature of Applicant)

8-23-68

(Date)

P. O. Box 2537, Casper, Wyoming 82601

(Address, include zip code)

DO NOT DETACH

LEASE TERMS

Section 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, 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.*—To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties 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 structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, 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 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 assessments, prior rights of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder. If the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements of rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

GOVERNMENT PRINTING OFFICE : 1968 O 295-526

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regatd for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

[redacted]

[redacted]

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of the official records on file

AUG 21 1985
Marion P. Bourke
BUREAU OF LAND MANAGEMENT

[redacted]

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

FOREST SUPERVISOR
TETON NATIONAL FOREST
FOREST SERVICE BUILDING
at JACKSON, WYOMING, 83001

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

(Signature of Lessee)

GPO 844-023

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BUREAU OF LAND MANAGEMENT

419

W 15349

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
OCT 11 1968
AM 7|8|9|10|11|12|1|2|3|4|5|6 PM

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

Mrs. Patricia C. Runge
SIGNATURE

October 10, 1968
DATE

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to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

WSO 3103-1
(Rev. 10/68)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In reply refer to:

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area"; Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon any partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S. Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and construction of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that

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Marion P. Burke
BUREAU OF LAND MANAGEMENT

revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any land within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

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to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

Form 3120–13
(September 1964)
(formerly 4–1175)
KINTZEL BLUE PRINT CO.
134 E. 2nd CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number W-15349

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease 11-1-68

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease; hereby transfers and assigns to

Name Dart, Inc.
Street P. O. Box 2537
City Casper, Wyoming 82601
State
Zip Code

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
FEB 6 1969
AM 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 PM

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 37 North, Range 114 West, 6th P.M.

Section 34: SW/4SW/4

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

Containing 40.00 acres, more or less, in Sublette County,

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 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.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of December, 1968

Patricia C. Runge
(Assignor's Signature)
PATRICIA C. RUNGE

P. O. Box 2537
(Assignor's Address)
Casper, Wyoming 82601

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective MAR 1 1969

Date approved MAR 5 1969

By [signature]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3122.2

LAND OFFICE COPY

422

4-23

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [ ] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

A Wyoming Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. **Wyo. Misc. 707**

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this 19th day of December, 19 68

ATTEST:

DART, INC.

G. G. Greenlee, Secretary

By: John S. Runge
(Assignee's Signature)

John S. Runge, President

P. O. Box 2537, Casper, Wyoming 82601
(Address)

to be a true and comparative copy
of the official records on file

AUG 21 1985

BUREAU OF LAND MANAGEMENT

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases, (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTEEL BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

Form 3120–13
(September 1964)
(formerly 4–1175)

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 20th day of December, 19 68, personally appeared Patricia C. Runge

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

Notary Public.

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Land Management

OIL AND GAS LEASE
Office Cheyenne, Wyoming
Serial No. Wyoming 15349
Date of Lease November 1, 1968
Date of Offer (If lease not issued)
Original Lessee Patricia C. Runge

SEP 9 1969

NOT TO BE FILLED IN BY LESSEE
Receipt No.
The following to be filled in by land office when new serial number is required:
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

THIS ASSIGNMENT made and entered into this 25th day of August, 1969, by and between

Dart, Inc.
P.O. Box 2537
Casper, Wyoming 82601

, hereinafter called Assignor (whether one or more), and

Gulf Oil Corporation
600 Oklahoma Mortgage Building
Oklahoma City, Oklahoma 73102

, hereinafter called Assignee, DOES WITNESS THAT

for and in consideration of the sum of ----------Ten and more----------Dollars in hand paid by Assignee to Assignor, receipt of which is hereby acknowledged, it is agreed by and between the parties as follows, to wit:

1. Assignor does hereby assign, transfer, and set over to Assignee all right, title and interest in and to the United States oil and gas lease designated above, and the offer therefor if the lease has not yet issued, (hereinafter referred to as "the lease"), in so far as it covers the following described land (hereinafter referred to as "the assigned land") situate in Sublette County, Wyoming, to wit:

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AUG 21 1985
BUREAU OF LAND MANAGEMENT

Township 37 North, Range 114 West, 6th P.M.
Section 34: SW/4 SW/4

containing 40.00 acres, more or less.

SUBMIT FOR APPROVAL OR FILE 47-20129

TO HAVE AND TO HOLD unto Assignee absolutely, subject to the overriding royalty herein reserved and all of the other terms and provisions hereof.

2. The rate of the overriding royalty herein reserved to Assignor is Two and One-Half (2½%) per cent.

3. The overriding royalties previously reserved total None per cent.

4. Reservation of Overriding Royalty. Assignor reserves and retains, and Assignee agrees to pay and deliver to Assignor, an overriding royalty at the percentage rate hereinabove specified in and to the gross proceeds received from the sale at the well, or if not sold at the well but used or marketed off the leased premises, then the market value at the well, of the oil, gas, casinghead gas and other leased substances if, as and when produced, saved, sold and marketed by Assignee from the assigned land under the terms and provisions of the lease or any extension or renewal thereof.

Assignee may use oil, gas, casinghead gas and other leased substances free from the payment of overriding royalty for the development and operation of the assigned land and of land with which the same may be pooled or unitized.

The overriding royalty herein reserved is subject to the payment of its proportionate part of any ad valorem, severance, gross production, net proceeds, gross proceeds, or other form of tax which is based upon or measured by the value of the lease or the amount or value of the production therefrom, or which has as its incidence the ownership of the lease or the severance, production, sale or removal of oil, gas, casinghead gas, or other leased substances therefrom or the receipt of the proceeds of the sale of such substances.

If it is necessary to treat the leased substances in order to render them marketable as crude products on the lease where produced — as, for example, by heating, dehydration, desulfurization, compression, — the overriding royalty herein reserved shall bear the burden of its proportionate part of the expense of such treating.

5. Pooling and Unitization. If the lease is now or hereafter pooled or unitized as to the assigned land or any part thereof for the purpose of developing and operating the same as a unit with other land, such pooling or unitization shall extend to and be binding on the overriding royalty herein provided for, and it shall be paid upon the basis of the production allocated to the assigned land under the plan or agreement of pooling or unitization, rather than upon the basis of the actual production therefrom. It shall not be necessary for Assignor to execute or join in any plan or agreement of pooling or unitizaton, but Assignor agrees to do so upon the request of Assignee. If Assignor omits or fails to execute any such plan or agreement, Assignee is hereby authorized to execute the same as the Attorney in Fact, and in the name, place and stead, of Assignor. Such authorization extends to and includes any agreement provided for or permitted by the Mineral Leasing Act, as amended, and the rules and regulations issued pursuant thereto.

6. Suspension of Overriding Royalty. If the overriding royalty herein reserved, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregates in excess of 17½ per cent, the obligation to pay such excess overriding royalty shall be suspended when the average production per well per day averaged on a monthly basis is (a) as to oil, 15 barrels or less and (b) as to gas, 500,000 cubic feet or less. This limitation shall apply separately to any zone or portion of the lease segregated for computing Government royalty.

7. Lesser Interest Clause. If the lease covers less than the entire and undivided fee simple estate in the assigned land, or if this instrument transfers less than the entire interest in the lease as to the assigned land, then the overriding royalty herein provided for shall be paid to Assignor only in the proportion that the working interest acquired hereunder by Assignee bears to the working interest Assignee would have acquired if the lease covered the entire and undivided fee and this instrument transferred the entire interest therein to Assignee.

8. No Development Obligations to Assignor. The overriding royalty herein provided for being payable only if, as and when oil, gas, casinghead gas, and other leased substances are produced and marketed from the assigned land, the creation and existence of such overriding royalty shall not subject or impose upon Assignee any obligation or duty to Assignor, express or implied, with respect to the exploration, development or operation of the assigned land, including the protection of the same from drainage and the marketing of production therefrom. Such exploration, development and operation shall be at the sole discretion of Assignee, and a suspension of operations and/or production may be applied for and granted at any time without the consent of or notice to Assignor.

9. Release of Lease. Assignee may release, relinquish and surrender the lease to the Lessor as to the assigned land, in whole or in part, without notice to or offer to reassign to Assignor, and be thereupon relieved and discharged of all obligations to Assignor not theretofore accrued as to the lands so relinquished.

10. Assignment. If the estate or interest of either party hereto is assigned, and the privilege of assignment in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change in the ownership of the overriding royalty herein provided for shall be binding on Assignee until after Assignee has been furnished with a written transfer or assignment or a certified copy thereof. An assignment of the lease in whole or in part shall, as to the extent of such assignment, relieve and discharge Assignee of all obligations hereunder not theretofore accrued.

11. Warranties. Assignor, for himself, his heirs, successors and representatives, covenants with Assignee, its successors and assigns, that Assignor is the lawful owner of the Interest herein designated in the lease and rights and interests thereunder, and the personal property thereon or used in connection therewith; that Assignor has good right and authority to sell and convey the same; that said rights, interests and property are free and clear from all liens and encumbrances, except the overriding royalties, if any, above designated as having been heretofore reserved; that all rentals and royalties due and payable thereunder have been paid; and that Assignor will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

12. Further Assurances. Assignor agrees that if the authority having power to approve this assignment shall fail or refuse to approve the same, Assignor will execute and deliver to Assignee such other or further instruments as may be acceptable to such approving authority for the transfer to Assignee of the rights herein provided for, or the equivalent thereof.

Executed the day and year above written.

Assignment approved effective OCT 1 1969

THE UNITED STATES OF AMERICA

By _____
Signing Officer
ACTING ASSISTANT MANAGER, OIL & GAS
Title

Dart, Inc.
By: _____

Attest: _____

LAND OFFICE COPY

Assignor

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If at any time Assignee intends to release this lease, it agrees to notify Assignor by letter of its intention so that Assignor may request that the lease be assigned to him. If such a request is received by Assignee within ten (10) days after the date of such letter, Assignee will assign the lease to Assignor, but Assignee shall not be liable to Assignor if for any reason Assignee fails to notify or to assign the lease to Assignor. If Assignee assigns the lease or leases covered hereby in whole or in part, it shall to the extent of such assignment be relieved and discharged of all obligations thereafter accruing hereunder.

8-28018-00

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [ ] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

A Wyoming Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. Wyo. Misc. 707

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of offtcial Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this 19th day of December, 19 68

ATTEST:

G. G. Greenlee, Secretary

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
BUREAU OF LAND MANAGEMENT

DART, INC.

By: Michael S. Runge
(Assignee's Signature)

John S. Runge, President

P. O. Box 2537, Casper, Wyoming 82601
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTZEL BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

Form 3120–13
(September 1964)
(formerly 4–1175)

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 20th day of December, 19 68, personally appeared Patricia C. Runge

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

Notary Public.

4 2 5

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Kansas, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, South Dakota, Tennessee, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Kansas, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, South Dakota, Tennessee, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____

Colorado, Idaho, Kansas, Montana, Nebraska, North Dakota, Oklahoma, South Dakota
ACKNOWLEDGMENT — CORPORATION

BEFORE ME, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____, to me known to be the President of _____ and to be the identical person who subscribed the name of _____ 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 said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

_____
Notary Public

Clerk's Certificate
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion A Burke
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FROM

TO

Date _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

Term _____

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.

By _____ County Clerk—Register of Deeds.

_____ Deputy.

When Recorded Return to _____

KINTZEL BLUE PRINT CO., 134 N. CENTER, CASPER, WYOMING

STATE OF WYOMING } SS.
COUNTY OF NATRONA

Arizona, Michigan, Nevada, New Mexico, Tennessee, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 26th day of August, 19 69, before me appeared John S. Runge, to me personally known, who being by me duly sworn, did say that he is President of Dart, Inc., 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 S. Runge 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

My Commission Expires October 12, 1971

J. M. Williams
Notary Public

(For use by Corporation)

Form 3120-13
(December 1968)
KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

S Number: Wyoming-15349

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
OCT 7 1971
AM 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 PM

Name: H. M. Klaenhammer
Street: 1335 South Wolcott
City: Casper
State: Wyoming
Zip Code: 82601

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 37 North, Range 114 West, 6th P.M.
Section 34: SW/4 SW/4
Containing 40 acres, more or less, Sublette County, Wyoming.

Subject to those rights reserved by Dart, Inc. is that certain Assignment of this lease dated August 25, 1969 and H. M. Klaenhammer hereby assumes and agrees to perform all of the obligations of Gulf Oil Corporation contained in said Assignment insofar as the same pertains to the land covered hereby.

2. What interest was held by the assignor in above-described lands prior to this assignment? All

3. What interest is being conveyed to assignee? All

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

Two Percent of Eight Eights (2% of 8/8ths.)

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2 1/2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT IS FILED IN W-024448 AND SUCH AUTHORITY IS STILL IN EFFECT.

Executed this 15th day of September, 19 71

GULF OIL CORPORATION

By: P. A. Weirich
(Assignor's Signature)
P. A. Weirich - Attorney in Fact

600 Oklahoma Mortgage Building
(Assignor's Address)
Oklahoma City, Oklahoma 73102

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

CERTIFIED
to be a true and comparative copy of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

Assignment approved effective NOV 1 1971

Date approved OCT 13 1971

By: Thomas W. Lowe
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

*Lease extended under 43 CFR 3128.5 to and including (date)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

428

429

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [ ] No *(If "yes," specify kind)*

INDIVIDUAL

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120–13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this 6TH day of OCTOBER, 1971.

H. M. Klaenhammer
(Assignee's Signature)

with acknowledgment added

H. M. KLAENHAMMER
1335 SO. WOLCOTT ST.
CASPER, WYOMING 82601 (Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the proper fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for each assignment.

2. *Qualifications of assignee.* Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the name, showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3121.2

3. *Interest of other parties.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

ROCKY BLUE PRINT CO
111 N. CENTER
CASPER, WYOMING

Form 3120–13

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
BUREAU OF LAND MANAGEMENT

State of WYOMING

ACKNOWLEDGMENT (For use by Corporation)

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by P. A. WEIRICH Attorney in Fact for Gulf Oil Corporation, this 15TH day of SEPTEMBER, 1971.

Witness my hand and official seal.

HENRY J. VERNON Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 23, 1972

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? NONE.

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage)* ONE & THREE-QUARTER PERCENT (1 3/4%) OF EIGHT-EIGHTS (8/8THS) OVERRIDING ROYALTY

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 4½%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 11TH day of FEBRUARY, 19 76

[signature]
(Assignor's Signature)

133 SOUTH WOLCOTT ST.,
(Assignor's Address)

H.M. KLAENHAMMER

CASPER, WYOMING 82601
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1976 By [signature]
(Authorized Officer)

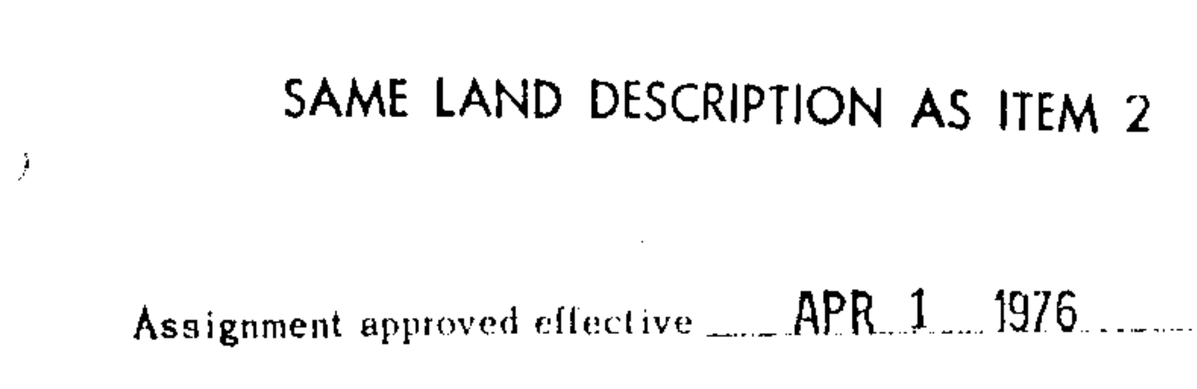
Chief, Oil & Gas Section
(Title)

APR 29 1976
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Chubb Creek - 2619

ORIGINAL



438

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENTS

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States

Corporate Qualifications filed in W-56943

3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 15th day of March, 19 76

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Maureen P. Burke
BUREAU OF LAND MANAGEMENT

W-47003	W-12573-A	W-12570	W-35975	W-45857
W-45862	W-15349	W-24947	W-47017	W-20137
W-12113	W-35977	W-33103	W-22098	W-35976
W-12571	W-14662	W-12847	W-45858	W-45256
W-20138	W-12572	W-18102	W-15345-A	W-45257
W-20140	W-12571-A	W-22100	W-15755	W-12562
W-12574-A	W-13452	W-21426	W-31577	W-35985

Original Request for Approval and Statement of Interest attached to W-47003

COUNTY OF .....)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11TH day of FEBRUARY, 19 76, personally appeared H.M. KLAUHAMMER

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 ANN ASICH Notary Public County of Natrona State of Wyoming My commission expires Mar. 25, [redacted]

Notary Public.

[redacted]

February 1970

FACSIMILE REPRODUCTION by Taylor's Inc. Denver 266-1681

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

APPROVED
OMB B-R1580

Serial No. W-15349

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1 RAINBOW RESOURCES, INC.
10 Lakeside Lane, Suite 303
4704 Harlan Street
Denver, Colorado 80212

The undersigned, as owner of 12.5% percent of record title of the above designated oil and gas lease issued effective (Date) November 1, 1963, 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 3106.3-3)

Township 37 North, Range 114 West
Section 34: SW/4SW/4

Containing 40.00 acres, more or less
Sublette County, Wyoming

3 What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share) 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 6.25%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st. day of May, 19 79

ATTEST:

J. C. Bass
(Assignor's Signature)
Assistant Secretary

TEXASGULF, INC.

BY: Frank R. Moulton, Jr.
(Assignor's Address)
Frank R. Moulton, Jr., Vice President

1100 Milam Building
Houston, Texas 77002
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P Burke
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUL 1 1979

By David N. Anthony
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

SEP 5 1979
(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

230-WY-2619

CLIFF CREEK PROSPECT

430

ORIGINAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Beebe
BUREAU OF LAND MANAGEMENT

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction

STATE OF .....
COUNTY OF ..... } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado Utah, Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared .....

.....

and .....

....., to me known to be the identical person ....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

.....
Notary Public

STATE OF TEXAS
COUNTY OF HARRIS } ss.

CORPORATE ACKNOWLEDGMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On May 1, 19 79, before me personally came the above named Frank R. Moulton, Jr. (who being by me duly sworn, did say that he is the Vice President of Texasgulf, Inc.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: 3-23-80

Dorothy C. Bonnie
Notary Public
Residing at:

DOROTHY C. BONNIE
Notary Public in and for Harris County, Texas
My Commission Expires March 23, 1980

Form 3106–5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
BLM
81 AUG -7 AM 7:45
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No. W 15349

Lease effective date
11-1-68

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Williams Exploration Company

Address (*include zip code*)

One Williams Center, Tulsa, Oklahoma 74101

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 37 North, Range 114 West, 6th P.M. Section 34: SW/4SW/4 Containing 40 acres Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

Certified
to be a true and comparative copy
of the official records on file
AUG 31 1985
Marion P. Berthe
BUREAU OF LAND MANAGEMENT

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 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 DEC 30 1980 day of , 19 , to become effective as of December 30, 1980.

BARBER OIL EXPLORATION, INC.

By: Vice President
(Assignor's Signature)

1717 St. James Place, Suite 600
(Assignor's Address)

Houston, Texas 77056
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1981

By Glenda M. Sanc
(Authorized Officer)

23355

Chief, Oil & Gas Section
(Title)

APR 9 1982
(Date)

432

Original

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 BLM 066100,W-56800
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [X] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
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 WILLIAMS EXPLORATION COMPANY day of JUN 1 1981 19

(Assignee's Signature)

Attorney-in-Fact

WILLIAMS EXPLORATION COMPANY
(Assignee's Address)

Tulsa, Oklahoma 74101
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 *et. seq.*

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED to be a true and comparative copy of the official records on file

AUG 21 1985

Marion P. Burke

BUREAU OF LAND MANAGEMENT

CHEYENNE, WYOMING

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 15349

Lease effective date
11-01-68

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

See Attached Rider

Address *(include zip code)*

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 37 North, Range 114 West, 6th PM Section 34: SW¼SW¼ Containing 40 acres, more or less Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2 to be a true and comparative copy of the official records on file AUG 21 1985 Marion P. Burke BUREAU OF LAND MANAGEMENT

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 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 day of , 19 .

(Assignor's Signature) (Assignor's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 1 1982

By Glenna M. Sanc
(Authorized Officer)

Chief, Oil & Gas Section,
(Title)

APR 9 1982
(Date)

22946

Cliff Creek WY-261

434

Original

Joseph Oil Corporation
450 Park Avenue
New York, New York 10022 - 25%

Evmar Oil Corporation
450 Park Avenue
New York, New York 10022 - 25%

Williams Exploration Company
3025 South Parker Road, Suite 600
Aurora, Colorado 80014 - 50%

[illegible] L. [illegible]

[illegible] EXPLORATION
[illegible] SEP, 1976

ATTEST:

[illegible] RESOURCES, INC., A
[illegible]eral Partner

By: Darrell L. Metcalf
Darrell L. Metcalf
Assistant Secretary

By: John R. Gregg
John R. Gregg
Vice-President
3025 So. Parker Rd., Suite 600
Aurora, Colorado 80014

ATTEST:

[illegible] CORPORATION, A
[illegible]eral Partner

By: Morris W. Stepp
Morris W. Stepp
Assistant Secretary

By: [illegible]
[illegible]er Karkowsky
Vice-President
450 Park Avenue
New York, New York 10022

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56800 - ES0-066100
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this 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 DEC 10 1981 day of , 19 .

WILLIAMS EXPLORATION COMPANY

John R. Gregg

(Assignee's Signature)

John R. Gregg, Attorney-In-Fact

Evidence of Power-of-Attorney is filed under [illegible] and such authority is in force and effect.

3025 South Parker Road, Suite 600

(Assignee's Address)

Aurora, Colorado 80014

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. *Use of Form* -- Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

2. *Filing and Number of Copies* — File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective Date of Assignment* -- Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. *Statement of Interest of Other Parties* — If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

6. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE -- The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION — If all the information is not provided, the assignment may be rejected.

CERTIFIED to be a true and comparative copy of records on file

AUG 21 1985

Marion R Burke

BUREAU OF LAND MANAGEMENT

436

434

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1982 FEB 11 AM 7:45.0

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-31587.
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 10th day of December, 1981.
JOSEPH OIL CORPORATION

(Assignee's Signature)
Mayeer Karkowsky, Vice President

450 Park Avenue
(Assignee's Address)
New York, New York 10022
(City) (State) (Zip Code)

This 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

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 NM- 43000.
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 10th day of December, 1981.
EVMAR OIL CORPORATION

(Assignee's Signature)
Mayeer Karkowsky, Vice President

450 Park Avenue
(Assignee's Address)
New York, New York 10022
(City) (State) (Zip Code)

This 18 U.S.C. [redacted] 1001, makes it a [redacted] any person [redacted] and willfully to make to any departme[redacted]cy of the United States [redacted] false, fictitious, or fraudulent statements or [redacted]ations as to any ma[redacted] within its jurisd[redacted]

2089-43853

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 SEP 19 AM 9
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1985

Lease Serial No.
W-15349

Lease effective date
November 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 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 34: SW¼SW¼
(containing 40 acres, more or less)
Sublette County, Wyoming

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	12.5%
4. Specify interest or percent of operating rights being retained by assignor	12.5%
5. Specify overriding royalty interest being reserved by assignor	0%
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.

I CERTIFY That the 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 July , 1983 .

Terra Resources, Inc.

By: (Assignor's Signature) F. H. Merelli
President

ATTEST:
William H. Everett III

5975 South Syracuse Street
(Assignor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 2[illegible]
Marion R Borda
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Effective OCT 01 1983 By: A. R. Spratt
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

JUN 28 1984
(Date)

ORIGINAL

NOTE: This form may be reproduced, provided that copies are exactly conforming in one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

438

PART H

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 1st day of September, 1983.
Chevron U.S.A. Inc.

By: E.O. Hanley
(Assignee's Signature)
Assistant Secretary

P. O. Box 599
(Assignee's Address)

Denver (City) Colorado (State) 80201 (Zip Code)

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by F. H. Merelli, in his capacity as President (title) of Terra Resources, Inc., this 15 day of July, 19 83.

Witness my hand and official seal.

Notary Public

My commission expires:
March 8, 1986

Residing at: 6346 S. 82nd E. Ave. #304
Tulsa, OK 74133

CERTIFIED
to be a true and comparative copy of the official records on file
AUG 21 1985
Marion P Bourke
BUREAU OF LAND MANAGEMENT

process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

GPO 833-059

2089-4385

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-15349

Lease effective date 11-1-68

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: TXO PRODUCTION CORP.

Address (include zip code): Fidelity Union Tower
Dallas, Texas 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 37 NORTH, RANGE 114 WEST

Section 34: SW/4 SW/4

Containing 40.00 acres M/L
Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

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	0
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 September, 19 83, but effective 7:00 o'clock A.M. July 29, 1983

TERRA RESOURCES, INC.

BILLY B. ODUM
Vice President - Development

By: Bill Odum
(Assignor's Signature)

5416 South Yale Avenue
(Assignor's Address)

ATTEST: William H. Everett III

Tulsa (City) Oklahoma (State) 74135 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1983

By: L. R. Soulé
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

JUN 28 1984
(Date)

ORIGINAL

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.

440

441

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 11th day of October, 1983.
TXO PRODUCTION CORP.

Donald Chase
(Assignee's Signature)

Fidelity Union Tower
(Assignee's Address)

DONALD CHASE
SENIOR VICE-PRESIDENT

Dallas (City) Texas (State) 75201 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.
(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

Certified
to be a true and correct copy
of the original
AUG 21 1985
Marion P. Barker
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

GPO 827-550

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-15349

Lease effective date
November 1, 1968

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, Colorado 80201

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 37 North, Range 114 West, 6th P.M. Section 34: $SW\frac{1}{4}SW\frac{1}{4}$ (containing 40 acres, more or less) Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

Certified
to be a true and comparative copy
of the official records on file
AUG 21 1985
Marion A. Burke
BUREAU OF LAND MANAGEMENT

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	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 20th day of September, 1983

WILLIAMS EXPLORATION COMPANY

By: Joe Gill
(Assignor's Signature)
Joe Gill, Attorney-In-Fact

3025 South Parker Road, Suite 600
(Assignor's Address)

Aurora, Colorado 80014
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 01 1983

By J. K. Boles
(Authorized Officer)

for ACTING Chief, Oil & Gas Section
(Title)

JUN 28 1984
(Date)

ORIGINAL

NOTE: This form may be reproduced [illegible] shown on one sheet of both sides of this official form in accord.

442

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 20th day of August, 1983

CHEVRON U.S.A. INC.

BY: C. O. Stonger — P.O. Box 599
(Assignee's Signature) (Assignee's Address)

Assistant Secretary

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 COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by JOE GILL, as Attorney-in-Fact for WILLIAMS EXPLORATION COMPANY, this 20th day of September, 1983.

WITNESS my hand and official seal.

My commission expires:

July 21, 1984

Mary E. Walther
Notary Public - Mary E. Walther
State of Colorado
3025 South Parker Road, Suite 600
Aurora, Colorado 80014

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

CERTIFIED
to be a true and comparative copy
of documents on file
AUG 21 1985
Marion P. Bath
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

ASSIGNMENT OF OIL AND GAS LEASE

208295

RECORDED August 30 1985 8:00AM
IN BOOK 75 O&G PAGE 444
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, CHANDLER & ASSOCIATES, INC., 1860 Lincoln Street, Suite 1400, Denver, Colorado 80203, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars ($10.00) and other considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Arapaho Petroleum, Inc., 7409 S. Alton Ct., Englewood, Colorado 80155 hereinafter rereferred to as "Assignee", 32.00% x 10.00% of its right, title and interest in and to the Oil and Gas Lease(s) set forth in Exhibit "A" attached hereto and made a part hereof, subject to the overriding royalty reservation hereinafter set out.

This Assignment is made without warranty of title either express or implied, and if Assignor's interest in the Oil and Gas Lease(s) described in Exhibit "A" is less than the entire interest, or if said lessor's interest in the leased minerals is less than the entire interest, then the above-assigned interest shall be reduced proportionately.

In the event Assignee desires to surrender said lease(s) 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 specified in said lease(s), 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(s) 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 burden, prior to the anniversary date of the lease(s).

This Assignment shall be subject to and bear its proportionate part of Lessor's royalty, overriding royalty interest, production payments, or any other working interest burdens in existence as of the date hereof.

This Assignment shall be binding upon and inure to the benefit of the heirs or personal representatives, successors and assigns of the Assignor and Assignee and the covenants, agreements, conditions and obligations herein contained shall be considered as covenants, agreements, conditions and obligations running with the ownership of said lease(s) and the ownership of the oil and gas leasehold estate.

* See Attached Rider

IN WITNESS WHEREOF this Instrument is executed on this 31st day of July, 1985, effective as of 7:00 a.m., June 4, 1977.

ATTEST:

Diana J. Ley, Assistant Secretary

CHANDLER & ASSOCIATES, INC.

By: Patti H. Simpson
Patti H. Simpson Vice President

STATE OF COLORADO }
COUNTY OF DENVER } ss.

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by Patti H. Simpson, as Vice President of CHANDLER & ASSOCIATES, INC., a Colorado corporation.

Witness my hand and official seal.

My Commission expires March 11, 1988

My Commission Expires: _____

Barbara Winfield
Notary Public residing at:
1860 Lincoln Street, Sutie 1400
Denver, Colorado 80203

RIDER

Attached to and made a part of that certain Assignment of Oil and Gas Lease from Chandler & Associates, Inc. to Arapaho Petroleum, Inc. dated

This instrument is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto between Chandler & Associates, Inc. and Petro-Search, Inc. including, without limitation, that certain Agreement dated September 3, 1968, between Chandler & Associates, Inc. and Petro-Search, Inc., that certain Letter Agreement dated March 15, 1969, between Chandler & Associates, Inc. and Petro-Search, Inc., that certain Letter Agreement dated March 6, 1974, between Chandler & Associates, Inc., Petro-Search, Inc. and Helmet Petroleum Corporation and any and all amendments thereto. Without limiting the generality of the foregoing, this instrument is subject to the terms of the following:

(a) The original Oil and Gas Lease;

(b) All prior assignments thereof;

(c) The Fogarty Creek Unit Agreement and Unit Operating Agreement dated April 2, 1975, approved effective May 28, 1975.

CHANDLER & ASSOCIATES, INC.

SUITE 1400 • LINCOLN TOWER BUILDING • 1860 LINCOLN STREET
DENVER, COLORADO 80203

EXHIBIT 'A'

PROSPECT= 941 W. Dry Piney — Sublette COUNTY, Wyoming

LEASE NO.	LEASE NAME	LEASE DATE	EXPIRATION DATE	NET ACRES	GROSS ACRES	LANDOWNER'S ROYALTY	RECORDED BOOK PAGE
9070-00	State of Wyoming 66-5165	3-2-66	HBP	320.00	320.00	12.5%	

Township 28 North, Range 114 West
Section 16: NW¼, W½NE¼, N½SW¼

From the surface of the ground down to the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit 2-16 Well

97477

447

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 15.6275 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/2 W/2) containing 160 acres, more or less, Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

208297

RECORDED August 30 1985 8:00 A M
IN BOOK 75 O & G PAGE 447
FEES $ 6.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

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	2.50%
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, 1984.

J. William Sorensen

(Assignor's Signature)

410 17th Street, Suite 750
(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 H. Hampton
(Authorized Officer)

Chief, Oil & Gas Section

(Title) FOR ASSIGNEE

JUL 15 1985

[redacted]

NOTE: This form may be reproduced provided that

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 July, 1984.

RAYMOND OIL COMPANY, INC.

(Assignee's Signature)

Wm. M. Raymond, President

One Main Place, Suite 900
(Assignee's Address)

Wichita, (City) Kansas (State) 67202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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

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

STATE OF Colorado
COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 9th day of July, 19 84, personally appeared J. William Sorensen and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 11/4/85

Notary Public.

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.

Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

eau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

eau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

ederal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 899-728

449

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-57546

Lease effective date
February 1, 1977

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 12.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 26: All

Containing 640 acres, more or less
Sublette County, Wyoming

208318

RECORDED September 3 1985 8:00 AM
IN BOOK 75 Ores PAGE 449
FEES $6.00 Lavey Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	12.5%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	12%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 29th day of August , 1985 .

GREENWOOD RESOURCES INC.

BY: _____
(Signature)
Robert A. Willingham, President

315 Inverness Way South
(Assignor's Address)

ATTEST:
Linda L. Pruett, Assistant Secretary

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)

[redacted] 661489 0[redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 26th day of August, 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

STATE OF COLORADO } SS.
COUNTY OF ARAPAHOE }

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact, as of EXXON CORPORATION this of 26th day of August, 19 85.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 22nd day of August, 1985, personally appeared Robert A. Fillingham, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and offical seal the day and year last above written.

NOTARY PUBLIC DARLENE S. BRADLEY STATE OF COLORADO

Darlene S Bradley
Notary Public
Darlene S. Bradley
315 Inverness Way South
Englewood, CO 80112

My commission expires: 6/28/86.

451

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 21st day of June, 1985, by and between Marvin D. Price and Allene M. Price, husband and wife, 1405 Cottonwood Ryegrass, 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, 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:

208325
RECORDED Sept 3, 1985 1:52 PM
IN BOOK 75 Oil & G PAGE 451
FEES 6.25
Sandy Jake COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy Dorothy McClure

Township 33 North, Range 113 West, 6th P.M.
Sec. 3: S½SE¼, NW¼SE¼, E½SW¼, SE¼NW¼
Sec. 10: N½NE¼
Sec. 11: SE¼, SW¼NE¼
Sec. 12: SW¼SW¼
Sec. 13: N½NW¼, W½NE¼, SE¼NW¼, SE¼NE¼, NE¼SE¼

Township 33 North, Range 112 West, 6th P.M.
Sec. 18: Lot 3(39.63 acres), Lot 4 (39.64 acres), SE¼SW¼

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 959.27 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 MDP. 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, *MDP 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 *MDP of the gas so sold or used, provided that on gas sold at the well the royalty shall be *MDP 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. *Fifteen Percent (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 National Bank at Pinedale, WY 82941 or any successor, herein called "depository bank," the sum of Nine Hundred Fifty-Nine & 27/100 ---------- DOLLARS ($ 959.27), 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 p[redacted] acreage.

[redacted] [redacted] [redacted]

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

Marvin D. Price

528-6876-29
Social Security or Tax Number

Marvin D. Price

Allene M. Price

Allene M. Price

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette ss.

On this 26th day of July in the year 1985, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Marvin D. Price and Allene M. Price 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 June 13, 1989 Barbara M. Williams Notary Public residing at Pinedale, Wyoming

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. _____

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

Return to _____

452

453

94701-5

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, under the date of June 21, 1985, Marvin D. Price and Allene M. Price, husband and wife, hereinafter called "Lessor" did execute, acknowledge and deliver unto CHEVRON U.S.A. INC., a California corporation, hereinafter called "Lessee," an Oil and Gas Lease covering the following-described lands in Sublette County, State of Wyoming, to wit:

208326

RECORDED Sept 3 1985 1:45
IN BOOK 75 Oil PAGE 445
FEES 4.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy Mathews

Township 33 North, Range 113 West, 6th P.M.
Section 3: $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 10: $N\frac{1}{2}NE\frac{1}{4}$
Section 11: $SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 12: $SW\frac{1}{4}SW\frac{1}{4}$
Section 13: $N\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Township 33 North, Range 112 West, 6th P.M.
Section 18: Lot 3(39.63 acs), Lot 4(39.64 acs), $SE\frac{1}{4}SW\frac{1}{4}$

said lease having been recorded in Book _____, Page, ____, of the records of Sublette County, State of Wyoming; and

WHEREAS, the undersigned desires to join in, consent to, ratify and confirm the aforementioned lease:

NOW, THEREFORE, for and in consideration of the premises and Five Dollars ($5.00) cash in hand paid, and other good and sufficient consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and confessed, the undersigned does hereby ADOPT, RATIFY, and CONFIRM said lease in all of its terms and provisions, and does hereby GRANT, LEASE, DEMISE and LET said land unto said Lessee, and its successors and assigns, subject to and in accordance with all of the terms and provisions of said lease, as fully and completely as if the undersigned had been originally named as Lessor in said lease, and had executed, acknowledged and delivered the same in his own proper person; provided, however, that it is expressly understood and agreed that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease, but such rentals shall be paid to the Lessor therein named, his heirs, legal representatives, successors or assigns. The filing of this instrument for record shall constitute an acceptance thereof by Lessee.

This instrument shall be binding upon the undersigned and his heirs, personal representatives, successors and assigns.

EXECUTED this 20 day of July, 19 85.

Charles C. Price
Charles C. Price

Dee Ann B. Price
Dee Ann B. Price

WYOMING

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

This instrument was acknowledged before me by Charles C. and Dee Ann B. Price, this 20th day of July, 19 85.

Witness my hand and official seal.

BARBARA H. WILLIAMS NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Barbara H. Williams
Notary Public

My commission expires:
My Commission expires June 13, 1989

Residing at: Pinedale, Wyoming

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-51347

Lease effective date
August 1, 1975

PART I

1. Assignee's Name
Canadian Arctic Petroleums, Inc.

Address *(include zip code)*
700 West Pender, 4th Floor
Vancouver, B. C., Canada V6C 1C1

The undersigned, as owner of .6 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 27 North, Range 111 West, 6th P.M.
Section 6: S½NE¼, SE¼
Section 7: NE¼
Section 8: NW¼, N½SW¼

containing 640.00 acres, more or less.
Sublette County, Wyoming

This Assignment is limited to Operating Rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

208388

RECORDED September 9 1985 8:00 A M
IN BOOK 75 O & G PAGE 454
FEES $6.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

3. Specify interest or percent of operating rights being conveyed to assignee	100% of .6%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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.

I CERTIFY That the 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 July, 19 85.

VEL INDUSTRIES, INC.

By: Jerry E. Miller, Pres
(Assignor's Signature)

1400 Broadway
1111 W. Holly, Suite 'D'
(Assignor's Address)

Bellingham, Washington 98225
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 29 day of July, 19 85 .

CANADIAN ARCTIC PETROLEUMS, INC.

BY [signature]

(Assignee's Signature)

700 West Pender, 4th Floor

(Assignee's Address)

Vancouver, B. C., Canada V6C 1C1

(City) (State) (Zip Code)

SAFECO

STATE OF WASHINGTON, }
County of Whatcom } ss.

On this 25th day of July A. D., 19 85,
before me personally appeared JOHN E. MILLER
, to me known
to be the President of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[signature]

Notary Public in and for the State of Washington, residing at Bellingham

TL-35 R2 3/76 SAFECO Title Insurance Company – ACKNOWLEDGMENT – CORPORATION

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.

Please Return To:

KATHLEEN A. SEDGWICK
425 SO. CHERRY ST. #580 760
DENVER, CO 80222

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-35398

Lease effective date
July 1, 1972

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Canadian Arctic Petroleums, Inc.

Address *(include zip code)*
700 West Pender, 4th Floor
Vancouver, B. C., Canada V6C 1G1

The undersigned, as owner of .6 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW¼SE¼
Section 17: NE¼

containing 200.00 acres, more or less.
Sublette County, Wyoming

This Assignment is limited to Operating Rights from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 well in the NW¼ Section 5, T27N-R111W.

208389

RECORDED September 9 1985 8:00 A M
IN BOOK 75 Q&S PAGE 456
FEES $6.00 Laura J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	100% of .6%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.2%

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 25th day of July, 19 85.

VEL INDUSTRIES, INC.

By: [signature]
(Assignor's Signature)

1400 Broadway
~~1111 W. Holly, Suite 1D~~
(Assignor's Address)

Bellingham, Washington 98225
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 29 day of July, 19 85.

CANADIAN ARCTIC PETROLEUMS, INC.

By: _____
(Assignee's Signature)

700 West Pender, 4th Floor
(Assignee's Address)

Vancouver, B. C., Canada V6C 1C1
(City) (State) (Zip Code)

SAFECO

STATE OF WASHINGTON, }
County of Whatcom } ss.

On this 25th day of July A. D., 19 85
before me personally appeared JOHN E. MILLER
to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at Bellingham

TL-35 R2 3/76 SAFECO Title Insurance Company – ACKNOWLEDGMENT – CORPORATION

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.

Please return to:
KATHLEEN A. SEDGWICK
425 SO. CHERRY ST. #580
DENVER, CO 80222

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.

PLEASE RETURN TO:
Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217
Attn: Title Records Section

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PHILLIPS PETROLEUM COMPANY, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer and assign to SUPERIOR OIL COMPANY for oil and gas mining purposes all their right, title and interest to the oil and gas leases set forth and described in Exhibit "A" attached hereto, and made a part hereof, only insofar as said leases cover the lands described in said Exhibit "A".

This Assignment is without Warranty of Title, express or implied.

In witness whereof this instrument is executed this 23rd day of August, 1985.

PHILLIPS PETROLEUM COMPANY

BY: V. A. Robinson BM
V. A. Robinson
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of August, 1985, by V. A. Robinson, as Attorney-in-Fact for PHILLIPS PETROLEUM COMPANY. Witness my hand and official seal.

Pamela J. Polk
Notary Public
8055 East Tufts Ave Pkwy
Denver, Colorado 80237

208402

My Commission Expires:

PAMELA J. POLK NOTARY PUBLIC STATE OF COLORADO

RECORDED September 9 1985 4:00 PM
IN BOOK 25 O&G PAGE 458
FEES $7.25 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Whitmire

458

JOWY-5080
JOWY-5081
JOWY-5085

LEASE SCHEDULE

EXHIBIT "A" STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE LEASE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
P-213030 WY-5180	Brandt M. Jensen, et ux	Jas O Breene Jr	October 9, 1979	N/2 S/2, SW/4 NW/4, Sec. 25-33N-108W, 6th P.M.	58	384
P-213031 WY-5081	Brandt M. Jensen, et ux	Jas O Breene Jr	October 15, 1979	1674.85 acs, mol, part of Sec. 32, 32N-106W, Secs. 4, 5, 7, 8, 17, 18, 31N-106W	58	397
P-213032 WY-5085	Fay C. Barger, et ux	Jas O Breene Jr	October 16, 1978	NE/4, E/2 NW/4, E/2 SW/4 NW/4, S/2 Sec. 15-32N-108W, 6th P.M.	57	158

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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 57546

Lease effective date 2-1-77

FOR BLM OFFICE USE ONLY

New Serial No.

208438

PART I

1. Assignee's Name: EXXON CORPORATION

Address *(include zip code)*: P. O. Box 2305
Houston, Texas 77252

The undersigned, as owner of 31.25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 28 North, Range 115 West, 6th P.M.
Section 26: All

Containing 640.00 acres, more or less

Sublette County, Wyoming

Assignment approved as to lands described below

RECORDED September 11 1985 8:00 M
BOOK 75 Oil PAGE 460
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least ninety (90) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

ARL

* The record title interest herein assigned shall bear 1.9375% net overriding royalty interest and its proportionate share of the landowner's royalty.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	31.25%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	6.2% *

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 August, 1985.

PETROLEUM, INC.

BY Thomas L. Chamberlin
(Assignor's Signature)
THOMAS L. CHAMBERLIN, Attorney in Fact

500 Colorado State Bank Building
(Assignor's Address)

Qualifications on file in W-56800.
Power of Attorney still in effect.

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)

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_____
(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.

661489 001

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PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 4th day of September , 1985

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Omer R. Humble, Attorney-In-Fact

P.O. Box 2305

(Assignee's Address)

HOUSTON, TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of August, 1985, by THOMAS L. CHAMBERLIN, Attorney in Fact for PETROLEUM, INC.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Mary Allmon

Notary Public

My Commission expires December 15, 1985. Address: 500 Colorado State Bank Bldg.
Denver, Colorado 80202

connection with information required by this assignment and request for approval.

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
Attorney-In-Fact
of EXXON CORPORATION
this of 4th day of September 1985

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

My commission expires: February 19, 1989

Janae L. Spidahl

Notary Public
Business address:
750 W. Hampden Ave.
Englewood, CO 80110

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.

LEASE NO. 612165---

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Colorado

do es hereby release, relinquish and surrender all of its right, title and interest in and to that certain oil and gas, or oil, gas and mineral lease dated the 1st day of July 19 74, made and entered into between

U.S.A.-W-45845 Lessor

and Beverly C. Pendleton Lessee

said lease being recorded in Book 51, on Page 122, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the County of Sublette, State of Wyoming to-wit:

Township 36 North, Range 112 West
Section 7: Lots 1,2,3,4, E/2, E/2 W/2
Section 8: N/2

Containing approximately 958.20 acres more or less, and being all acres in said lease.

208501

RECORDED September 12 1985 1:25 PM
IN BOOK 75 Deed PAGE 462
FEES $4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

APPROVED
LR DHD

Executed this 24th day of July, 1985

Amoco Production Company

By Claud Neely
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 24th day of July, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CLAUD NEELY 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 Amoco Production Company, and that said instrument was executed in behalf of said Corporation by authority of its Board of Directors, and said CLAUD NEELY 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 OF OFFICE, this 24th day of July, 1985

My Commission expires My Commission Expires March 20, 1989

Lola E. Raffel
Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company
FORM 796 2-71

P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

Exp, Jun. 1985-1r

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Form No. 4-1175
July 1955

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 816265
The following to be filled in by land office when new serial number is required:
New Serial No. .....

OFFICE STAMP

Office Evanston
Serial No. 025930
Date of Lease August 1, 1949

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)
630 Third Avenue, New York 17, N. Y.

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T. 29 N., R. 113 W., 6th P. M. Sublette County, Wyoming Sec. 13: S½NW¼, N½SW¼, SW¼SW¼, SW¼NE¼ 23: W½	SAME LAND DESCRIPTION AS ITEM 1
560.00 acres	

3. Interest of assignor in such lands 25% SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 3% of said 25% (State percentage only)

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this ..... day of SEP 28 1959 19 59

WITNESS:

Conchita Critcher

DAVID C. BINTLIFF (Assignor's signature)
Bank of the Southwest Building, Houston, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this ..... day of SEP 28 1959 19 59

WITNESS: ATTEST:

John P. Dietzel (Name and address) Asst. Secretary

(Name and address)

208503

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hase (Signing officer)
Manager, Land Office
Box 929, Cheyenne, Wyoming
(Title)

RECORDED Sept. 13 1959 8:00 A.M.
IN BOOK 75 Misc. PAGE 463
FEES 6.00 Leon J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McClure

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.

[redacted] 1265-006 [redacted]

[redacted] R [redacted] R [redacted]

Evan. 025930

ASSIGNMENT OF LEASE

SUBJECT TO a Production Payment in the original sum of $650,000.00 previously conveyed to Daniel C. Arnold, December 18, 1958, in the primary amount, plus a secondary amount equal to (6%) per annum on the outstanding balances of the primary amount from time to time remaining unpaid, payable out of 30% of assignor's 25% of (8/8) eight-eighths of all oil and gas in an under, that may be produced, saved and marketed from these lands and other lands.

R I D E R

SUBJECT TO a proportionate part of a Production Payment in the original sum of $525,000.00 previously reserved by J. H. Morgan, Sr. and Clarence I. Justheim for themselves and as agents for others, on August 29, 1952, payable out of fifteen percent (15%) of all the oil, gas and other minerals produced, saved, sold and marketed at the well-head from these lands and other lands, but limited to the aggregate sum of $50,000.00 per year, from the entire (100%) interest on this land and other lands subject thereto.

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W-114
071215-000
BDC #1255-009

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.
Evanston 023066

Lease effective date
January 1, 1948

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

RECORDED September 13 1985 8:00 AM
IN BOOK 75 Misc PAGE 465
FEE $6.00 Sandy Updike COUNTY CLERK
SUBJECT TO COUNTY CLERK
by Dorothy M. Stevens

PART I

208504

1. Assignee's Name: Belco Development Corporation

Address (include zip code): 10000 Old Katy Road, Suite 100
Houston, Texas 77055

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T. 27 N., R. 112 W., 6th P.M. Section 10: Lots 6,8, E½SW¼ Section 15: Lot 1, E½NW¼, SW¼NW¼ containing 293.16 acres, more or less in Sublette County, Wyoming Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959, and the assignment and conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserve Group, Inc. and Belco Development Corporation.	Same Land Description as Item 2
3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% x 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 3rd day of August, 1983, but to be effective the 1st day of May, 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, 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.

THE UNITED STATES OF AMERICA

APPROVED AS TO RECORD TITLE ONLY

Assignment approved effective JUL 1 1984

By J. K. Spirtz
(Authorized Officer)

for Chief, Oil and Gas Section
(Title)

JUL 5 1985
For Assignee

76128

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT
   1. Assignee is over the age of majority
   2. Assignee is a citizen of the United States
   3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
   4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
   5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
   6. A filing fee of $25.00 is attached.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 10th day of August , 1983 .

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 3rd day of August , 19 83 , before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August , 1983 .

My commission expires:
March 20, 1986

Lee J. Boller, Notary Public
P. O. Box 1407, Denver, CO 80201

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August , 19 83 .

My Commission Expires:
04-30-85

466

Lori A. Boliver, Notary Public

467

48-8907

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-021953-A

Lease effective date
8-1-53

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Diamond Shamrock Exploration Company

Address (*include zip code*)
PO Box 631
Amarillo, TX 79173

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 9
Containing 13.19 acres, more or less
Sublette County, Wyoming

This Assignment is limited in depth from the surface of the earth to the stratigraphic equivalent of 9,132 feet as found in the Diamond Shamrock Split River Fee No. 24-35 Well, located in the SW¼ of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

*This Assignment is subject to the terms and conditions of that certain Farmout Option Agreement, and Operating Agreement, both dated April 10, 1983, as amended, by and between Belco Development Corporation and Diamond Shamrock Corporation. Said Agreements, among other things, provide that Belco Development Corporation at payout of the Diamond Shamrock Split River Fee No. 24-35 Well, described above, shall have the option of converting the overriding royalty interest retained herein to a proportionate 50% working interest in and to said well.

208505

RECORDED September 13 1985 8:00 AM
IN BOOK 75 Misc PAGE 467
FEES $5.00 Laura Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
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	3% of 8/8ths*
6. Specify overriding royalty previously reserved or conveyed, if any	7% of 8/8ths

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 21st day of February, 1984, in quintuplicate originals, but to be effective November 18, 1983.

BELCO DEVELOPMENT CORPORATION

J.M. Oswald (Assignor's Signature)
Senior Vice President

10000 Old Katy Road
(Assignor's Address)

BDC Lease #1180-076

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 JUN 1 1984

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAR 19 1985
(Date)

NOTE: The [redacted] may be reproduced [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 27th day of March, 19 84. Diamond Shamrock Exploration Company

[signature]
(Assignee's Signature)
William B. Nance
Attorney-in-Fact

PO Box 631
(Assignee's Address)

Amarillo, TX 79173
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 · 844

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 the Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of February, 1984.

My Commission Expires:

December 14, 1987

Debra J. Dennis, Notary Public in and for the State of Texas

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, JOHN P. ELLBOGEN, P.O. Box 1928, Casper, Wyoming 82602; MARIANNE R. CHAMPLIN, Executrix of the Estate of Stephen C. Champlin, P.O. Box 2771, Casper, Wyoming 82602; BILL D. FARLEIGH, P.O. Box 3215, Casper, Wyoming 82602; MEDTON CORPORATION, 5181 Squaw Creek Road, Casper, Wyoming 82604; R.G. BOYD, P.O. Box 3036, Casper, Wyoming 82602; RICHARD S. TROOST, P.O. Box 1607, Casper, Wyoming 82602, hereinafter called Assignors, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto NOVA PETROLEUM CORPORATION, P.O. Box 11630, Salt Lake City, Utah 84147, hereinafter called Assignee, One Hundred Percent (100%) of their right, title and interest in and to the following described Oil and Gas Lease in Sublette County, State of Wyoming:

LESSOR:	*Kenneth Guio, aka Kenneth H. Guio, and Marjorie Guio, aka Margaret F. Guio, individually and as husband and wife*
LESSEE:	*John P. Ellbogen*
DATE:	*February 9, 1981*
RECORDING:	*Book 61, Page 338*
DESCRIPTION:	*Township 31 North, Range 113 West, 6th P.M.* *Section 27: SW¼NW¼, SW¼, S½SE¼* *Section 28: S½NE¼, SE¼NW¼, SE¼SW¼, SE¼* *Section 33: N½NE¼, NE¼NW¼* *Section 34: NW¼, N½NE¼* *960.00 ac. m/l*

Reserving however unto the Assignor herein an overriding royalty of three and one-half percent (3.5%) of eight-eighths (8/8), inclusive of previously existing overriding royalties to which Assignors' interests in said lease are now subject, it being the intent to deliver an 80.5% net revenue interest. This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extensions, renewals 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 Assignor, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said leases 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 leases, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said leases as to the portion thereof 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.

This Assignment is made without warranty of any kind, expressed or implied.

EXECUTED this 4th *day of* September, *1985.*

JOHN P. ELLBOGEN

MARIANNE R. CHAMPLIN, Executrix of the Estate of Stephen C. Champlin

BILL D. FARLEIGH

MEDTON CORPORATION

Attest:

R. G. BOYD

RICHARD S. TROOST

208511

RECORDED September 16 1985 11:07 AM
IN BOOK 75 Oil & Gas PAGE 470
FEES $ 9.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure 470

ORIGINAL

State of WYOMING
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by JOHN P. ELLBOGEN

this 4th day of September, 1985

Witness my hand and official seal.

NEYSA M. SPALDING - Notary Public
County of ... State of ... yoming
My Commission Expires Apr. 20, 1987

Neysa M Spalding
Notary Public

My Commission Expires:

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Diane R Champlin, Executrix of the Estate of Stephen C. Champlin

this 6th day of September, 1985

Witness my hand and official seal.

JOAN E. OFFICER - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 15, 1986

Joan E Officer
Notary Public

My Commission Expires:

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Bill D. Fairleigh

this 9th day of September, 1985

Witness my hand and official seal.

JOAN E. OFFICER - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 15, 1986

Joan E. Officer
Notary Public

My Commission Expires:

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Richard D. Boyd

this 9th day of September, 1985

Witness my hand and official seal.

CAROL E. JOHNSON - NOTARY PUBLIC
MY COMMISSION EXPIRES

Carol E. Johnson
Notary Public

My Commission Expires:

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Richard S. Trautt

this 9th day of Sept., 1985

Witness my hand and official seal.

JOAN E. OFFICER - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 15, 1986

Joan E. Officer
Notary Public

My Commission Expires:

[redacted] ACKNOWLEDGMEN[redacted]CORPORATION [redacted]

State of Wyoming
County of Natrona } ss.

On this 10 day of September, 19 85,

before me personally appeared Guy C. Burton,

and —, to me personally known,
who, being fully sworn, did say that ~~they are~~ he is the President of Medton Corporation,
~~and the~~ the corporation that is described in and that executed the foregoing instrument, and they acknowledged the execution thereof to be the voluntary and duly authorized act and deed of said corporation.

Witness my hand and seal on the day above first written.

NEYSA M. SPALDING - Notary Public

My commission expires My Commission Expires April 20, 1987

Neysa M. Spalding
Notary Public in and for said county and state

Residing at c/o P.O. Box 1928
Casper, WY 82602

473

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)

[illegible] 1983 SEP 16 PM 3 30
FILED
CHEYENNE, WYOMING

Name: Chairman Oil Company
Street: 2100 Central National Bank Bldg.
City, State, Zip Code: Cleveland, Ohio 44114

W 87031
(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: WY County: Sublette

T. 31 N., R. 111 W., 6th Prin. Mer.
Sec. 17: All
18: Lots 1, 2, 3, 4, E½, E½W½
20: All
21: All

208546

R/JRS
Ltr

I hereby certify the foregoing to be a true and complete copy of the official record on file

AUG 21 1985
Marion P. Burke
BUREAU OF LAND MANAGEMENT

RECORDED September 17 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 473
$6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McKinnon

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof

Containing a total of	2556.16 acres	Annual Rental	$ 2557.00

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.

By Jay H. Stark, Partner Chairman Oil Company
(Offeror/Lessee Signature)

(Title)

(Atty-in-fact or Agent's Signature)

Nov. 14, 1983
(Date Signed)

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing ANDREW L. TARSHIS

ACTING Chief, Oil & Gas Section
(Title)

FEB 29 1984
(Date)

Effective date of lease: MAR 01 1984

Lands in offer were not within a Known Geologic Structure on February 22, 1984.

Mary D. Bacon
ACTING District Manager
Rock Springs District

[redacted] [redacted] [redacted]

LEASE T[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, ...in the lands leased, together with the right to construct and ...use thereupon all works, buildings, plants, waterways, ...telegraph or telephone lines, pipelines, reservoirs, tanks, ...ing stations, or other structures necessary to the full enjoy... thereof for a period of 10 years, and so long thereafter as ...gas is produced in paying quantities; subject to any unit ...ment heretofore or hereafter approved by the Secretary of ...terior, the provisions of said agreement to govern the lands ...ein where inconsistent with the terms of this lease.

2. The lessee agrees:

Bonds.—(1) To file any bond required by this lease and ...present regulations and until such bond is filed not to enter ...land under this lease. (2) To maintain any bond furnished ...lessee as a condition for the issuance of this lease. (3) ...this bond in a sum double the amount of $2 per acre an... ...rental but not less than $1,000 nor more than $10,000, ...The exclusion of any part of the leased land within the ...limits of a producing oil or gas field. (4) ...to the drilling of a producing oil or gas field. ...prior to beginning of drilling operations and main... ...at all times thereafter as required by the lessor a bond in ...penal sum of $10,000 with approved corporate surety, or ...deposit of United States bonds as surety therefor, conditioned ...compliance with the terms of this lease, unless a bond in ...amount is already being maintained or unless such a bond ...shall by an operator of the lease is accepted. (5) Until a ...bond is filed to furnish and maintain a bond in ...sum of not less than $1,000 in those cases in which ...is required by law for the protection of the owners of sur... ...lands ...bond of any of the bonds described herein, the ...such other bond as the regulations may permit.

Compliance with unit plan.—Within 30 days of demand, ...the leased land is committed to an approved unit or coop... ...plan and such plan is terminated prior to the expiration ...this lease, within 30 days of demand made thereafter, to sub... ...to and to operate under such reasonable cooperative or ...plan for the development and operation of the area, field, ...or pool embraced, including the lands included herein as ...Secretary may then determine to be practicable ...which plan shall adequately protect ...parties in interest, including the United States.

(c) *Diligence*.—To drill and produce all wells necessary to ...the leased land from drainage by wells on lands not the ...lands of the United States leased at a ...to which the royalties and rentals are ...than those of this lease, or in lieu ...to drill and produce, with the consent of ...any part of such drilling and production, with the consent of ...Director of the Geological Survey, to compensate the lessor ...for each month for the estimated loss of royalty through ...drainage in the amount determined by said Director. (2) at the ...option of the lessee, to drill and produce other wells in con... ...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 by the Secretary, to drill and produce such other wells as the Secretary of ...may reasonably require in order that the leased ...area may be properly and adequately developed and produced in ...accordance with good operating practice.

(d) *Rentals and royalties*.—(1) To pay rentals and royalties ...at the lease rates specified herein; in computing royalties due on account of value of production removed or sold from the ...lease, as follows:

...To pay the lessor an advance annual rental of ...

...The lands are wholly outside the known geologic struc...

...Upon the discovery of oil or gas in ...

...During the first lease year the rental shall be ... per acre or fraction thereof; ...

...Beginning with the first lease year after 30 days' ...notice that all or part of the land is included in ...such a structure and for each year thereafter, ...prior to a discovery of oil or gas on the lands ...leased, $1 per acre or fraction of an acre.

...This lease is committed to an approved coop... ...unitization 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 of 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 (i)(b) 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 be... ...cause 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 opera... ...tion 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 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 work and improvements on the leased lands; and a ...report with respect to shutdowns, 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 the lessor of all wells drilled ...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... ...erly 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:

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 train... ...ing, 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 advertise... ...ments 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 repre... ...sentative of workers with which he has a collective bargain... ...ing 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 amend... ...ed, 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 per... ...mit access to his books, records, and accounts by the con... ...tracting agency and the Secretary of Labor for purposes of ...investigation to ascertain compliance with such rules, regu... ...lations, 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 author... ...ized 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 para... ...graphs (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 Execu... ...tive Order No. 11246 of September 24, 1965, as amended, ...so that such provisions will be binding upon each subcon... ...tractor 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 ...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 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 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 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, natural resources, and improvements*.—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 sur... ...sion of this ...lease, or at any other time prior there... ...ired 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 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 ...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 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 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., on termination of lease*.—Upon the expiration of this lease, or the earlier termi... ...nation 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 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 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 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 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 interest*.—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)(1), shall be ad... ...mitted 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) 945-915

475

BWAB lease# WY-268

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-87031

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: BWAB 1984-86 Joint Venture by
BWAB Incorporated, Managing Partner

Address (include zip code)
1801 California Street, Suite 1000
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 31 North, Range 111 West, 6th P.M.
Section 17: All
Section 18: Lots 1,2,3,4, E½, E½W½
Section 20: All
Section 21: All

Sublette County, Wyoming
Containing 2556.16 acres, more or less

Assignment approved as to lands described below

208547

RECORDED September 17 1985 8:00 AM
BOOK 175 Or-G PAGE 475
FEE $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McInnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	3.50%
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 26 day of August, 1985.

Chairman, Oil Company

By: [signature] Vice President

(Assignor's Signature)

2100 Central National Bank Building

(Assignor's Address)

ATTEST:

By: [signature]

HARRIET S. WEISS, Notary Public
State of Ohio, Cuyahoga County
My commission expires July 28, 1987

Cleveland, Ohio 44114

(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

NOTE: This form may be reproduced provided that copies are exact reductions on one sheet of both sides of this

[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 4th day of Spetember, 19 85.

BWAB 1984-86 Joint Venture by
BWAB Incorporated, Managing Partner

By: James B. Wallace
(Assignee's Signature)

James B. Wallace, President

ATTEST:

By: Ray O. Brownlie
Ray O. Brownlie, Secretary

1801 California Street
Suite 1000
(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 COLORADO)
)ss.
COUNTY OF DENVER)

On September 4, 1985, before me, Janet Kiyota, a Notary Public, personally appeared James B. Wallace, known to me to be the President of BWAB Incorporated and acknowledged to me that such corporation executed the within instrument as the Managing Partner for BWAB 1984-86 Joint Venture, a Colorado General Partnership.

My commission expires:

10-08-86

Janet Kiyota
Notary Public

STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

On Aug 26, 1985, before me, Harriet S. Weiss, a Notary Public, personally appeared Jay H. Aload, known to me to be the Partner of Chairman Oil Company and acknowledged to me that such corporation executed the within instrument.

Harriet S. Weiss
Notary Public

My commission expires:
HARRIET S. WEISS, Notary Public
State of Ohio, Cuyahoga County
My commission expires July 28, 1987

... 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

PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into as of the 17th day of June, 1985, by and between

First Wyoming Bank, as Trustee of the Fear Family Trust

801 Pine Avenue

Kemmerer, WY 83101, 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, ~~xxxxxxxxxxxxxxxxxx~~ and to construct tanks, pump and power stations, power and communication lines, ~~xxxxxxxxxxxxxxxxxx~~ 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 113 West, 6th PM
Section 11: SW¼SW¼, N½S½
Section 12: Lots 1 (43.36 acs), 2 (44.15 acs), N½S½

Township 32 North, Range 112 West, 6th PM
Section 7: NE¼SW¼, W½SE¼, SE¼SE¼, Lot 4 (23.67 acs), Lot 5 (21.75 acs)
Section 8: SW¼SW¼

208602

RECORDED September 19, 1985 2:00 PM
IN BOOK 75 Deeds PAGE 477
FEES 8.00 Louise Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McGuire

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 ... of any tract above described; and containing 692.93 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 (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 (1/8th)~~ * ~~xxxxxxxxxx~~ 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 ~~xxxxxxxxxx~~ * ~~xxxxxxxxxx~~ of the gas so sold or used, provided that on gas sold at the well the royalty shall be ~~xxxxxxxxxx~~ * ~~xxxxxxxxxx~~ 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. * Fifteen Percent (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 at 801 Pine Avenue, Kemmerer, WY 83101 or any successor, herein called "depository bank," the sum of Three Hundred Sixty Six and 47/100 DOLLARS ($366.47), 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 ~~xxxxxxxxxxxxxxxxx

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
FIRST WYOMING BANK, AS TRUSTEE OF THE FEAR FAMILY TRUST, LESSOR,
AND CHEVRON U.S.A. INC., LESSEE
DATED THE 17TH DAY OF JUNE, 1985

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:

First Wyoming Bank, as Trustee of the
Fear Family Trust

By: Mae Jean Julian
Mae Jean Julian, Trust Officer

99707.5

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-67183

Lease effective date
April 1, 1979

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, Colorado 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 113 West, 6th P.M.
Sec. 9: Lots 1, 2, S½NE¼, NE¼SW¼, S½SW¼, SE¼
Sec. 17: E½, SW¼
Sec. 20: NW¼NE¼, W½, SE¼SE¼
Sec. 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼
Sec. 28: All

containing 2302.90 acres, more or less, located in Sublette County, Wyoming

Assignment approved as to lands described below

208603

RECORDED September 19 1985 2:00 PM
IN BOOK 75 Misc PAGE 480
FEES $8.00 Lacy 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	3% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	2% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of August, 19 85.

R. K. Cramer
(Assignor's Signature)

SS #721-18-7675

410 17th Street, Suite 1340
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

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.

480

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 August, 19 85.

CHEVRON U.S.A. INC.

By: _____
(Assignee's Signature)
Assistant Secretary

_____
(Assignee's Address)

_____
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared W. Montgomery, 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 Pennsylvania, 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 27th day of August, 19 85.

[redacted]
My commission expires: [redacted]
[redacted]
700 [redacted] Boulevard
Denver, Colorado 80222

Cynthia M. Carlson
Notary Public

CW-741-1 (7/85)

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

ATTACHED TO W-67183

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor forty-five (45) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, in the event of failure by Assignee to furnish such notice to Assignor, Assignee's liability in such event shall be limited to the amount of the cash consideration paid for the assignment herein, but not otherwise. 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.

(initial)

RKC

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of August, 19 85, personally appeared R. K. Cramer, 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 official seal.

My Commission Expires:

1986

Kay J. Bonusch
Notary Public

MEMORANDUM OF OIL AND GAS LEASE AGREEMENT

AGREEMENT, Made and entered into this 8th day of August, 1985, by and between CHAPMAN S. ROOT, as Trustee of the Chapman S. Root Revocable Trust, d/b/a Root Co., P. O. Box 960, Daytona Beach, Florida 32015, Party of the first part, hereinafter called lessor and KENNETH K. FARMER, P. O. Box 3402, Casper, Wyoming 82602, Party of the second part, hereinafter called lessee;

WITNESSETH:

WHEREAS lessor is the owner in fee simple of all of the surface, and surface rights appertaining thereto, of certain lands in Sublette County, Wyoming, hereinafter described; and

WHEREAS lessor is also the owner (subject in part to a life estate interest) of a portion of the mineral rights lying under said lands; and

WHEREAS at the request of lessee, lessor desires to lease to lessee, to the extent of lessor's right so to do, the right to explore, mine and operate for oil and gas (including other gaseous substances) upon and under said lands and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE for and in consideration of the premises and the sum 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,

LESSOR BY THESE PRESENTS does, to the extent of lessor's rights so to do now or hereafter owned, hereby grant, demise, lease and let unto lessee, his successors and assigns, for the sole and only purposes of surveying (by geological, geophysical and all other methods), and for mining and operating for such oil, gas, or gaseous substances as may lie under the following lands, together with such of the surface thereof as may reasonably be necessary, and with any reversionary rights therein, situate in the County of Sublette State of Wyoming described as follows, to wit:

208639

RECORDED September 23 1985 3:00 PM
IN BOOK 75 Oil & Gas PAGE 483
FEES $10.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, WYOMING

Township 32 North, Range 110 West, 6th P.M.

Section 14: All that part of the SE 1/4 SE 1/4 of said Section 14 lying and being situated south and east of the center line of the Green River.

Section 24: W 1/2 W 1/2, NE 1/4 NW 1/4, NW 1/4 NE 1/4, and all that part of the NE 1/4 NE 1/4 of said Section 24 lying and being situated westerly of the center line of the Green River County Road as said road is described of record in the office of the County Clerk of Sublette County, Wyoming in Miscellaneous Book 16, page 277.

Section 25: NW 1/4 NW 1/4

Section 26: NE 1/4 NE 1/4

FOR A TERM of (3) three years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, his successors and assigns;

AND SUBJECT NEVERTHELESS to all of the terms, conditions, agreements and stipulations contained in that certain Oil and Gas Lease Agreement existing between the parties hereto, dated August 8, 1985, which is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

LESSEE:

CHAPMAN S. ROOT, as Trustee
for the Chapman S. Root
Revocable Trust

K. Farmer (L.S.)

By Charles L. Moore Jr.
Duly Authorized Delegate

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of August 19 85, personally appeared Charles L. Moore, Jr. and ~~xxx~~ _____, to me known to be the identical person, _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

STATE OF WYOMING
NATRONA
COUNTY OF ~~SUBLETTE~~

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of August 1985, personally appeared Kenneth K. Farmer 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 executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my notarial seal the day and year last above written.

Deborah Lynn Jay - Notary Public
County of
Natrona
My Commission Expires June 18, 1988

Deborah Lynn Jay

Notary Public

ASSIGNMENT OF ROYALTY

COMES NOW ELVA LOUISE VIBLE, hereinafter referred to as Assignor, and in consideration of the sum of Ten and N0/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby con ey, assign and transfer unto JoAnn Ring, Apt. #144, Harrison Village Apartments, 180 N. Harrison, Shawnee, Oklahoma, all of her right, title and interest in and to:

(a) Eight and Thirty-Three One Hundredths percent (8.33%) of all production royalties paid for and on all minerals, oil, gas and other hydrocarbons produced and sold from the real property described as follows:

Lots Two (2), Three (3) and Four (4), Section Four (4), Township 31 North, Range 108 West, 6th Principal Meridian, Sublette County, Wyoming; East One-Half (E½) of Section 21, East One-Half (E½) of Section 28, East One-Half and the Southwest One-Quarter (E½, SW¼) Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; all of the Southwest Quarter (SW¼) lying South and East of the East Fork River, of Section 34, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; Lots Five (5), Six (6), Seven (7), Twelve (12) and Thirteen (13), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 6; Lots One (1) and Two (2) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 7; Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; South Half of the Northeast Quarter (S½NE¼), the South Half of the Southwest Quarter (S½SW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the North Half of the Southeast Quarter (N½SE¼), the Southwest Quarter of the Southeast Quarter (SW¼SE¼), and Lot Five (5) of Section 1; the East Half of the Northeast Quarter (E½NE¼) of Section 11; Lots One (1), Two (2), Three (3) and Four (4), and the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 12, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming;
EXCEPTING AND RESERVING THEREFROM the following described tract, to-wit:

(a) A parcel or tract of land, situated in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at the Southeast corner of the said Section 33, thence North along the East line of the Section, a distance of 295.16 feet; thence North 89 degrees 50 minutes West, parallel with the South line of the section, a distance of 295.16 feet; thence South parallel with the East line of the section, a distance of 295.16 feet; thence South 89 degrees 50 minutes East, along the South line of the section, a distance of 295.16 feet to the point of beginning. Said parcel contains 2.0 acres, more or less.

(b) A parcel or tract of land situate in the Southeast Quarter of the Northeast Quarter (SE¼NE¼), Section 33, Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at a point which bears South 139.7 feet distant from the Northeast Corner of Southeast Quarter Northeast Quarter (SE¼NE¼) of Section 33; thence South 696.02 feet; thence West 208.7 feet; thence North 153.81 feet; thence West 208.7 feet; thence North 264.51 feet; thence East 208.7 feet; thence North 277.7 feet; thence East 208.7 feet to the point of beginning.

This assignment of production royalties specifically does not include any right to bonus, lease or signing payments nor delay rentals. Assignor reserves the exclusive right to lease the concerned minerals upon such terms as she along shall deem acceptable.

Elva Louise Vible
ELVA LOUISE VIBLE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Elva Louise Vible

RECORDED September 26, 1985 at 9:45 o'clock A M
IN BOOK 25 PAGE 487
FEES $7.25 Jean Ogle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Sharon Miller Deputy

208696

this 24th day of September, 1985.

WITNESS my hand and official seal.

Diane E. Neal
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires: June 17, 1989

Diane E. Neal
Notary Public

My Commission Expires:

ASSIGNMENT OF ROYALTY

COMES NOW ELVA LOUISE VIBLE, hereinafter referred to as Assignor, and in consideration of the sum of Ten and N0/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, assign and transfer unto John Wade Roop, Apt. #817, 6424 Central City Boulevard, Galveston, Texas all of her right, title and interest in and to:

(a) Eight and Thirty-Three One Hundredths percent (8.33%) of all production royalties paid for and on all minerals, oil, gas and other hydrocarbons produced and sold from the real property described as follows:

Lots Two (2), Three (3) and Four (4), Section Four (4), Township 31 North, Range 108 West, 6th Principal Meridian, Sublette County, Wyoming; East One-Half (E½) of Section 21, East One-Half (E½) of Section 28, East One-Half and the Southwest One-Quarter (E½, SW¼) Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; all of the Southwest Quarter (SW¼) lying South and East of the East Fork River, of Section 34, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Lots Five (5), Six (6), Seven (7), Twelve (12) and Thirteen (13), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 6; Lots One (1) and Two (2) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 7; Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; South Half of the Northeast Quarter (S½NE¼), the South Half of the Southwest Quarter (S½SW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the North Half of the Southeast Quarter (N½SE¼), the Southwest Quarter of the Southeast Quarter (SW¼SE¼), and Lot Five (5) of Section 1; the East Half of the Northeast Quarter (E½NE¼) of Section 11; Lots One (1), Two (2), Three (3) and Four (4), and the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 12, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming;
EXCEPTING AND RESERVING THEREFROM the following described tract, to-wit:

(a) A parcel or tract of land, situated in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at the Southeast corner of the said Section 33, thence North along the East line of the Section, a distance of 295.16 feet; thence North 89 degrees 50 minutes West, parallel with the South line of the section, a distance of 295.16 feet; thence South parallel with the East line of the section, a distance of 295.16 feet; thence South 89 degrees 50 minutes East, along the South line of the section, a distance of 295.16 feet to the point of beginning. Said parcel contains 2.0 acres, more or less.

(b) A parcel or tract of land situate in the Southeast Quarter of the Northeast Quarter (SE¼NE¼), Section 33, Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at a point which bears South 139.7 feet distant from the Northeast Corner of Southeast Quarter Northeast Quarter (SE¼NE¼) of Section 33; thence South 696.02 feet; thence West 208.7 feet; thence North 153.81 feet; thence West 208.7 feet; thence North 264.51 feet; thence East 208.7 feet; thence North 277.7 feet; thence East 208.7 feet to the point of beginning.

This assignment of production royalties specifically does not include any right to bonus, lease or signing payments nor delay rentals. Assignor reserves the exclusive right to lease the concerned minerals upon such terms as she along shall deem acceptable.

Elva Louise Vible
ELVA LOUISE VIBLE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Elva Louise Vible this 24th day of September, 1985.

WITNESS my hand and official seal.

Diane E. Neal
County of Sublette
Notary Public
State of Wyoming
My Commission Expires June 17, 1986

Diane E. Neal
Notary Public

RECORDED September 26, 1985 at 2:00 P.M.
IN BOOK 75 PAGE 489
FEES $5.00 Diane E. Neal COUNTY CLERK
SUBLETTE COUNTY, KEMMERER, WYOMING

208697

ASSIGNMENT OF ROYALTY

COMES NOW ELVA LOUISE VIBLE, hereinafter referred to as Assignor, and in consideration of the sum of Ten and N0/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, assign and transfer unto Catherine B. Dickerson, 4035 Michael Road, Memphis, Tennessee, all of her right, title and interest in and to:

(a) Eight and Thirty-Three One Hundredths percent (8.33%) of all production royalties paid for and on all minerals, oil, gas and other hydrocarbons produced and sold from the real property described as follows:

Lot. Two (2), Three (3) and Four (4), Section Four (4), Township 31 North, Range 108 West, 6th Principal Meridian, Sublette County, Wyoming; East One-Half (E½) of Section 21, East One-Half (E½) of Section 28, East One-Half and the Southwest One-Quarter (E½, SW¼) Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; all of the Southwest Quarter (SW¼) lying South and East of the East Fork River, of Section 34, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Lots Five (5), Six (6), Seven (7), Twelve (12) and Thirteen (13), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 6; Lots One (1) and Two (2) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 7; Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; South Half of the Northeast Quarter (S½NE¼), the South Half of the Southwest Quarter (S½SW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the North Half of the Southeast Quarter (N½SE¼), the Southwest Quarter of the Southeast Quarter (SW¼SE¼), and Lot Five (5) of Section 1; the East Half of the Northeast Quarter (E½NE¼) of Section 11; Lots One (1), Two (2), Three (3) and Four (4), and the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 12, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming;
EXCEPTING AND RESERVING THEREFROM the following described tract, to-wit:

(a) A parcel or tract of land, situated in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at the Southeast corner of the said Section 33, thence North along the East line of the Section, a distance of 295.16 feet; thence North 89 degrees 50 minutes West, parallel with the South line of the section, a distance of 295.16 feet; thence South parallel with the East line of the section, a distance of 295.16 feet; thence South 89 degrees 50 minutes East, along the South line of the section, a distance of 295.16 feet to the point of beginning. Said parcel contains 2.0 acres, more or less.

(b) A parcel or tract of land situate in the Southeast Quarter of the Northeast Quarter (SE¼NE¼), Section 33, Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at a point which bears South 139.7 feet distant from the Northeast Corner of Southeast Quarter Northeast Quarter (SE¼NE¼) of Section 33; thence South 696.02 feet; thence West 208.7 feet; thence North 153.81 feet; thence West 208.7 feet; thence North 264.51 feet; thence East 208.7 feet; thence North 277.7 feet; thence East 208.7 feet to the point of beginning.

This assignment of production royalties specifically does not include any right to bonus, lease or signing payments nor delay rentals. Assignor reserves the exclusive right to lease the concerned minerals upon such terms as she along shall deem acceptable.

Elva Louise Vible
ELVA LOUISE VIBLE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Elva Louise Vible this 24th day of September, 1985.

WITNESS my hand and official seal.

Diane E. Neal
County of Sublette
Notary Public
State of Wyoming
My Commission Expires June 17, 1988

Diane E. Neal
Notary Public

490

RECORDED September 26 19 85
AT 2:00 M
BOOK 75 PAGE 490
FEE $ 12.25
SUBLETTE COUNTY, WYOMING
Kathy Hill
COUNTY CLERK

708698

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~ Betty B. Shaffer, P. O. Box 1343, Cheyenne, Wyoming 82001, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, ~~Wyoming~~, described as follows:

T. 27 N., R. 111 W., 6th P.M., Wyoming

Sec. 16: All.

and containing 640.00 acres more or less, for and in consideration of the sum of - - - - - Ten - - - - Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto General American Oil Company of Texas, Meadows Bldg., Dallas, Texas 75206, of, assignee all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

T. 27 N., R. 111 W., 6th P.M., Wyoming

Sec. 16: All.

and containing 640.00 acres, more or less, reserving, however, unto assignor one-quarter of one percent (¼ of 1%)

TO HAVE AND TO HOLD unto the said Betty B. Shaffer, her 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 8th day of December, 1972

WITNESS:

RECORDED Dec 27 26 1972 3:27 P M
IN BOOK 75 Oil & Gas PAGE 491
FEE $6.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

(SEAL)

Betty B. Shaffer
BETTY B. SHAFFER, Assignor-Lessee

By
President

Attest:

208701
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of WYOMING
County of LARAMIE } ss.

On this 8th day of December, A. D. 1972, before me personally appeared Betty B. Shaffer, P. O. Box 1343. Cheyenne, Wyo., 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 8th day of December, A. D. 1972

(SEAL)

Notary Public
Cheyenne, Wyoming.

My Commission expires: FEB 27 1975

ACKNOWLEDGEMENT (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: May 3, 1973 payment of any overriding royalty without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: May 1, 1973

(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

[redacted] [redacted] [redacted]

CERTIFICATE

I CERTIFY THAT THIS A TRUE AND COMPARATIVE COPY OF THE OFFICIAL RECORD ON FILE IN THE WYOMING STATE LAND OFFICE.

9/12/85
Date

COMMISSIONER OF PUBLIC LANDS AND FARM LOANS

ASSIGNMENT OF OVERRIDING ROYALTY 208702

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED Sept. 26 1985 3:00 P.M.
BOOK 75 Ox 0 493
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, THAT;

This Assignment of Overriding Royalty, is made and entered into this 29th day of August, 1985, by and between PETRO-SEARCH EXPLORATION CORPORATION, "Assignor", a wholly owned subsidiary of HOWELL PETROLEUM CORPORATION, "Assignee", whose address is 1010 Lamar, Suite 1800, Houston, Texas 77002.

WITNESSETH THAT:

WHEREAS, by Assignment of Operating Rights dated March 1, 1979, recorded in Book 57, Page 668, Oil and Gas records, Sublette County, Wyoming, Petro-Search Exploration Corporation did assign to C F Braun & Co., Petroleum, Inc., and Dyco Petroleum Corporation, among other interests all their working interest and operating rights in and to the following:

> That certain Oil and Gas Lease dated December 1, 1967 from the United States of America, Lessor, to John L. Ellbogen, Lessee, bearing Serial No. W-9578, covering the Drillsite Lands, therein described as being Lots 15, 16, 17 and 18 of Section 4, Township 28 North, Range 114 West, Sublette County, Wyoming, insofar only as said lease covers and effects formations from the surface to a depth of 8,838 feet; and,

WHEREAS, Petro-Search Exploration Corporation did reserve as an overriding royalty 32% of 1.25% of 8/8ths of all oil, gas and casinghead gas produced and saved from the Drillsite Lands, as to all formations from the surface of the ground down to 8,838 feet; and,

WHEREAS, upon recovery of costs as more particularly described in said Assignment, the overriding royalty reserved therein by Petro-Search Exploration Corporation automatically converts to a working interest of 50% of 32%.

NOW THEREFORE, for and in consideration of Ten dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Petro-Search Exploration Corporation does hereby grant, bargain, sell, transfer, assign and convey unto Howell Petroleum Corporation, all its right, title and interest in and to the overriding royalty interest and after payout working interests in and to the above referenced oil and gas lease.

This Assignment is made and accepted subject to the terms, provisions, covenants, and conditions contained and set forth in the lease, the Assignment of Operating Rights referred to hereinabove, and all applicable rules, regulations and laws of any local, state or federal agency having jurisdiction. This Assigument is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument is executed and effective the day and year first above written.

ATTEST:

BY: _____
Joe A. Salkeld
Assistant Secretary

PETRO-SEARCH EXPLORATION CORPORATION

BY: _____
Paul Funkhouser
President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search Exploration Corp., this 29thday of August, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 29thday August, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public [illegible]
My Commission Expires April 22, 1988
[illegible]

_____
Notary Public in and for the
State of Texas

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE §

For Ten Dollars ($10.00) and other good and valuable consideration in hand paid, PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado partnership, 1010 Lamar Suite 1800, Houston, Texas 77002, has sold, assigned, transferred and conveyed, and by these presents does sell, assign, transfer and convey unto HOWELL PETROLEUM CORPORATION, a Corporation, 1010 Lamar, 1800, Houston, Texas 77002, an undivided net overriding royalty interest of 0.625% of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from or allocated to the lands described on Exhibit "A" attached hereto and made a part hereof for all purposes. The overriding royalty interest herein assigned shall be free and clear of any and all costs and expenses of the development and operation of the leases affected thereby.

This Assignment of Overriding Royalty is made and accepted subject to the terms of the leases, applicable rules, regulations and laws of any federal or state agency having jurisdiction; that certain Stipulation of Interest, Cross Assignment of Oil and Gas Leases and Assignment of Overriding Royalty Interest dated September 7, 1982, recorded in Book 67, Page 160, and that certain Stipulation of Interest, Cross Assignment of Operating Rights and Assignment of Overriding Royalty Interest dated September 7, 1982 and recorded in Book 67, Page 151. Recording references are to the Oil and Gas Records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty is executed this 3rd day of September, 1985.

ATTEST:

BY: _____
Michael R. Drake
Assistant Secretary

PETRO-SEARCH NOMINEE PARTNERSHIP CO.
BY: HOWELL PETROLEUM CORPORATION,
GENERAL PARTNER

BY: _____
Paul W. Funkhouser
President

208703

FILED Sept 20 1985 3:00 P.M.
IN BK 75 PAGE 495
FEES $ _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search Nominee Partnership Co., BY Howell Petroleum Corporation, General Partner, this 3rd day of September, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 3rd day of September 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

Exhibit "A" attached to and made a part of that Assignment of Overriding Royalty Interest dated September 3, 1985, from Petro-Search Nominee Partnership Co. to Howell Petroleum Corporation.

LEASE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES
WY-035-008-104-00	USA W-17208	Township 28 North, Range 114 West, 6th P.M. Sec. 32: Lots 16, 17, 18, 19, 20	3-1-69	180.42	180.42
WY-035-008-116-00	USA W-20038	Township 28 North, Range 114 West, 6th P.M. Sec. 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4	3-1-69	160.00	160.00
WY-035-008-117-00	USA W-20039	Township 28 North, Range 114 West, 6th P.M. Sec. 33: SW/4 NE/4	3-1-69	40.00	40.00
WY-035-008-109-00	USA W-11603	Township 28 North, Range 114 West, 6th P.M. Sec. 21: NE/4, SE/4	4-1-68	320.00	320.00
WY-035-008-110-00	USA W-2120	Township 28 North, Range 114 West, 6th P.M. Sec. 15: SW/4 Sec. 22: SW/4	11-1-66	320.00	320.00
WY-035-008-108-00	LSE. 66-5165	Township 28 North, Range 114 West, 6th P.M. Sec. 16: SE/4, SW/4	8-2-66	320.00	320.00
WY-035-008-115-00	USA W-2121	Township 28 North, Range 114 West, 6th P.M. Sec. 28: SW/4 NE/4	11-1-66	40.00	40.00

ASSIGNMENT OF OPERATING RIGHTS

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

PETRO-SEARCH, INC., a Delaware Corporation, a wholly owned subsidiary of Howell Petroleum Corporation, whose address is 1010 Lamar, Suite 1800 Houston, Texas 77002, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto HOWELL PETROLEUM CORPORATION, a Delaware Corporation, whose address is 1010 Lamar, Suite 1800, Houston, Texas 77002, all of its operating rights in and to the State of Wyoming Oil and Gas Lease 66-5165, effective March 2, 1966, insofar and only insofar as said lease covers the following lands and depths:

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.

Sec. 16: All
Sublette County, Wyoming
From the surface of the ground down to and including 100 feet below the stratigraphic equivalent of the total depth drilled in the Fogarty Creek Unit 2-16 well.

This Assignment of Operating Rights is made and accepted subject to the following:

(1) The terms, provisions, covenants and conditions, whether express or implied, contained and set forth in said lease;

(2) Applicable laws, rules and regulations of any Federal, State or local governmental agency having jurisdiction;

(3) Overriding royalty interests, or other lease burdens currently of record in Sublette County, Wyoming;

(4) Any valid and subsisting agreements, pooling or unit declarations, or contracts of any nature, if any, now in effect.

In witness whereof, this Assignment of Operating Rights is executed this 3rd day or September, 1985.

ATTEST:

BY: Joe A. Salkeld
Joe A. Salkeld
Assistant Secretary

PETRO-SEARCH, INC.

BY: Paul Funkhouser
Paul Funkhouser
President

208704

RECORDED Sept. 26 1985 3:00 P.M.
BOOK 75 Oil & Gas 498
FEES $6.00 Lisa J. Tyrrell
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING

498

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Paul Funkhouser President, of Petro-Search, Inc., this 3rd day of September, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal of office in the County of Harris, State of Texas, this 3rd day of September, 1985.

My Commission Expires:

ROSALIE G. MONTOYA
Notary Public State of Texas
My Commission Expires April 22, 1986
Bonded by Lovell Agency, Lawyers Surety Corp.

Rosalie G. Montoya
Notary Public in and for the
State of Texas

AGREEMENT, ASSIGNMENT AND BILL OF SALE

THIS AGREEMENT, ASSIGNMENT AND BILL OF SALE ("Assignment"), effective as of the first day of August, 1985, at 7:00 a.m. local time at the respective locations of the Properties (as defined below) (the "Effective Time") is between DAVIS OIL COMPANY, a Colorado general partnership whose address is 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202 ("Assignor") and JAMES C. CORDELL, an individual, doing business as Lledroc Oil Company, whose address is 1299 Gilpin St., Unit 10 W., Denver, Colorado 80218 ("Assignee");

W I T N E S S E T H:

WHEREAS, Assignor desires to sell, assign and convey to Assignee certain assets, properties and rights of Assignor described herein upon the terms and conditions hereinafter set forth;

WHEREAS, Assignee desires to purchase and acquire from Assignor such assets, properties and rights upon said terms and conditions; and

WHEREAS, Assignee has agreed to pay, and Assignor has agreed to accept, the sum of $240. as consideration for the assets, properties and rights to be sold, assigned and conveyed to Assignee hereunder;

NOW THEREFORE, in consideration of $240. cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, his successors and assigns, the following (all of which are herein called the "Properties"):

A. All right, title and interest of Assignor in and to the oil and gas leases, the oil, gas and mineral leases, the oil, gas and other mineral interests, leasehold interests, and other oil and gas interests, rights and properties specifically described or referred to in Exhibit 1 attached hereto and made a part hereof for all purposes (the "Leases");

B. All right, title and interest of Assignor in, to, under or derived from all presently existing and valid oil and gas unitization, pooling, and communitization agreements, declarations and orders, the units (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) created and the properties covered thereby, to the extent that such directly relate to or affect any of the Leases;

208774

RECORDED September 30 1985 10:45AM
IN BOOK 75 O&G PAGE 500
FEES $14.00 Lois J. Gates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

C. All right, title and interest of Assignor in and to and under or derived from all agreements and contractual rights, easements, rights-of-way, servitudes and other estates which relate to the Leases, including without limitation, all of Assignor's right, title and interest in, to and under or derived from all production sales contracts, operating agreements, gas balancing agreements, purchase, exchange and processing contracts and agreements, surface leases, permits, licenses, options, orders and all other contracts, agreements and instruments attributable to the Leases, or the production, storage, treatment, transportation, processing or sale or disposal of oil, gas or other hydrocarbons or other substances therefrom;

D. All rights, privileges, benefits and powers conferred upon the owner of each Lease with respect to the use and occupation of the surface of, and the subsurface depths under, the land covered by such Lease, which may be necessary, convenient or incidental to the possession and enjoyment of the property;

E. All right, title and interest of Assignor in and to all real, personal and mixed property located on or appurtenant to the Leases and used in connection with the operation of the Leases, including without limitation, wells, well equipment, casing, tanks, crude oil, condensate or products in storage or in pipelines (accruing after the Effective Time), boilers, buildings, tubing, pumps, motors, fixtures, machinery and other equipment, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, field processing plants and all other improvements used in the operation thereof; and

F. All right, title and interest of Assignor in and to all oil, gas and other minerals in, under, on or that may be produced from (after the Effective Time), or otherwise attributable to the Leases.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights, privileges and appurtenances anywise belonging thereto, unto Assignee, his successors and assigns forever.

Assignor and Assignee agree that this Assignment is made subject to all terms, conditions and provisions of all contracts, agreements, and other instruments, and to all liens, encumbrances and burdens of record, if any, affecting the Properties. This Assignment is made without covenant or warranties of title, either express or implied, but with full

substitution and subrogation in and to all rights and actions and warranty which Assignor has or may have against all preceeding owners of the Properties herein assigned. ALL EQUIPMENT, PERSONAL PROPERTY, FIXTURES AND IMPROVEMENTS ARE CONVEYED HEREIN ON AN AS IS WHERE IS BASIS, AND ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE CONDITION OR SUITABILITY OF ANY EQUIPMENT, TANGIBLE PERSONAL PROPERTY, FIXTURES OR IMPROVEMENTS, AND, FURTHER, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

Assignor intends by this Assignment to assign, convey and transfer unto Assignee, his successors and assigns, all of Assignor's interest in and to all oil and gas leasehold, mineral and royalty interests owned by Assignor in and to and under the lands specifically described in Exhibit 1 attached hereto whether or not such interests are fully and accurately described on said Exhibit 1, and Assignor hereby covenants and agrees with Assignee to execute and deliver unto Assignee such other and further instruments of conveyance, assignment and transfer and to do or cause to be done all such acts and things as may be necessary to more fully convey, assign, transfer to and vest in Assignee the above-described interests on all lands, leases and properties, rights and interests herein transferred, assigned and conveyed or intended so to be.

Assignee hereby assumes and agrees to fulfill, perform, pay and discharge all duties, obligations and liabilities created by or arising out of the ownership or operation of the Properties after the Effective Time (other than federal or state income, franchise or windfall profits taxes). Assignee further agrees to indemnify and hold harmless Assignor against and from any loss, cost or expense incurred or suffered by Assignor arising out of or relating to the duties, obligations and liabilities expressly assumed by Assignee in the immediately preceeding sentence.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective successors and assigns.

Unless provided otherwise all recording references in Exhibit 1 are to the official real property records of the counties in which the Properties are located.

This Assignment is being executed in several counterparts each of which shall for all purposes be deemed to be an

original and all such counterparts together shall constitute but one and the same instrument. All such counterparts are identical except that to facilitate recordation there are omitted from certain counterparts those property descriptions in Exhibit 1 which contain specific descriptions of properties located and recorded in jurisidictions other than the jurisdiction in which the particular counterpart is to be recorded. Complete copies of this Assignment containing the entire Exhibit 1 have been retained by Assignor and Assignee in their respective offices.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor as of this 17 day of September, 1985 and is delivered and effective for all purposes at the Effective Time.

ASSIGNOR:

DAVIS OIL COMPANY,
a Colorado general partnership

By: _____
Marvin Davis,
Managing Partner

ASSIGNEE:

_____
James C. Cordeli,
d/b/a Lledroc Oil Company

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 17 day of September, 1985, personally appeared MARVIN DAVIS, to me personally known, who,

being by me personally sworn, did say that he is the Managing Partner of DAVIS OIL COMPANY, a Colorado general partnership, and that said instrument was signed in behalf of said partnership, and said Marvin Davis acknowledged said instrument to be the free act and deed of said partnership.

Witness my hand and official seal.

My Commission expires: _____.

My Commission expires December 5, 1988

_____
Notary Public

SEAL

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 17 day of September, 1985, personally appeared JAMES C. CORDELL, to me personally known, who, being by me personally sworn, acknowledged said instrument to be his free act and deed.

Witness my hand and official seal.

My Commission expires: _____.

My Commission expires December 5, 1988

SEAL

_____
Notary Public

EXHIBIT "1"
LLEDROC OIL COMPANY

PROSPECT: STATE: WYOMING COUNTY SUBLETTE

DOC LEASE #	LESSOR	LESSEE	LEASE DATE	INTEREST
5642 02	USA W-0320797	MARGARET ALLEN	12/01/65	
			BPO OVERRIDING ROYALTY:	1.336262
			APO WORKING:	8.552079

T 27 N R 110 W 6TH PM
SEC 23 E/2SE/4
SEC 26 NE/4NE/4

LIMITED IN DEPTH TO THAT INTERVAL FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF 14,892 FEET AS DRILLED IN THE #20-24 FEDERAL WELL LOCATED IN THE NW/4SW/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 110 WEST, SUBLETTE COUNTY, WYOMING

5642 A 02	USA W-0320797	MARGARET ALLEN	12/01/65	
			BPO OVERRIDING ROYALTY:	1.336262
			APO WORKING:	8.552079

T 27 N R 110 W 6TH PM
SEC 23 E/2SE/4
SEC 26 NE/4NE/4

LIMITED IN DEPTH TO THAT INTERVAL FROM THE STRATIGRAPHIC EQUIVALENT OF 14,892 FEET AS DRILLED IN THE #20-24 FEDERAL WELL LOCATED IN THE NW/4SW/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 110 WEST, SUBLETTE COUNTY, WYOMING, TO ALL DEPTHS

DEPARTMENT [redacted] E INTERIOR
BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 22nd day of July, A.D., 19 85 by and between E. E. Engleman & Maurine Y. Engleman, and First National Bank of Bowie, Texas hereinafter called Assignor and Wold University Endowment Fund of P. O. Box 114; Casper, Wyoming 82602, 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, its heirs, personal representatives and assigns, an overriding royalty interest equal to seventy-five hundredths of one percent (75/100 of %) 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 Edna M. Jones, as lessee, under date of March 1, 1969, bearing Wyoming Serial No. 20038 (formerly W117208) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 28: E½NE¼, NW¼NE¼, NW¼SE¼;

containing 160.00 acres, more or less;

208832

October 2 1985 2:00 P M
75 Oeg 506
4.25 Lois J. Yake
Ivy Carol A. Cheeney, Deputy

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever, effective as of 8-1-85 at 7:00 A.M.

WITNESS our hand and seal this 27th day of August, 19 85.

FIRST NATIONAL BANK OF BOWIE, TEXAS

By: Dan J. Miller
Title: Vice President

E. E. Engleman
Maurine Y. Engleman
Maurine Y. Engleman

Address: P.O. Box 1327
Bowie, TX 76230

STATE OF TEXAS }
COUNTY OF Montague } SS.

On this 27th day of August, A.D., 19 85, before me personally appeared E. E. Engleman & Maurine Y. Engleman & Dan J. Miller, Vice President of First National Bank of Bowie, Texas 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

12-16-86

Jane Pope
Notary Public Jane Pope

WY 3100-107 (Mar. 1982)

506

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 22nd day of July, A.D., 19 by and between E. E. Engleman & Maurine Y. Engleman, and First National Bank of Bowie, Texas, hereinafter called Assignor and Wold University Endowment Fund of P.O. Box 114, Casper, Wyoming 82602, 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, its heirs, personal representatives and assigns, an overriding royalty interest equal to seventy-five hundredths of one percent (75/100 of 1%) 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 Edna M. Jones, as lessee, under date of March 1, 1969, bearing Wyoming Serial No. 20039 (Formerly W-17208) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 33: SW¼NE¼;

containing 40.00 acres, more or less;

208833

RECORDED October 2 1985 2:00 P M
BOOK 75 Oil & Gas PAGE 507
$4.25 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY SHERIDAN, WYOMING
by Carol A Cheney, Deputy

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever, effective as of 8-1-85 at 7:00 A.M.

WITNESS our hand and seal this 27th day of August, 19 85.

FIRST NATIONAL BANK OF BOWIE, TEXAS

By: Dan J. Miller

Title: Vice President

E. E. Engleman

Maurine Y. Engleman

Address: P.O. Box 1327
Bowie, TX 76230

STATE OF TEXAS }
COUNTY OF Montague } SS.

On this 27th day of August, A.D. 19 85, before me personally appeared E. E. Engleman and Maurine Y. Engleman & Dan J. Miller, Vice President of First National Bank of Bowie, Texas 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:

12-16-86

Jane Pope
Notary Public Jane Pope

WY 3100-107 (Mar. 1982)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 22nd day of July, A.D., 19 85 by and between E. E. Engleman & Maurine Y. Engleman, and First National Bank of Bowie, Texas, hereinafter called Assignor and Wold University Endowment Fund, of P. O. Box 114, Casper, Wyoming 82602, 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, its heirs, personal representatives and assigns, an overriding royalty interest equal to seventy-five hundredths of one percent (75/100 of 1%) 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 Edna M. Jones, as lessee, under date of March 1, 1969, bearing Wyoming Serial No. 17208 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Sec. 32: Lots 16 thru 20;

208834

FILED October 2 1985 2:00 PM
BOOK 15 O&G PAGE 508
FEE $4.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carol A. Cheeney, Deputy

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever, effective as of 8-1-85 at 7:00 A.M.

WITNESS our hand and seal this 27th day of August, 19 85

FIRST NATIONAL BANK OF BOWIE, TEXAS

By: Dan J. Miller
Title: Vice President

E. E. Engleman

Maurine by Engleman
Maurine Y. Engleman

Address: P.O. Box 1327
Bowie, TX 76230

STATE OF TEXAS }
COUNTY OF Montague } SS.

On this 27th day of August, A.D., 19 85, before me personally appeared E. E. Engleman and Maurine Y. Engleman, & Dan J. Miller, Vice President of First National Bank of Bowie, Texas to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that the y 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:

Jane Pope
Notary Public Jane Pope

WY 3100-107 (Mar. 1982)

509

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, AMAX PETROLEUM CORPORATION, P. O. Box 42806, Houston, Texas 77042, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0351, and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 103 West, 6th P.M.

Section 19:	SE /4SW /4	Section 24:	SW /4SE /4
Section 20:	E /2SE /4	Section 34:	NW /4SE /4

and containing 200 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto See Attached Listing

of ____, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 29 North, Range 103 West, 6th P.M.

Section 19:	SE /4SW /4	Section 24:	SW /4SE /4
Section 20:	E /2SE /4	Section 34:	NW /4SE /4

and containing 200 acres, more or less, ~~reserving, however, unto assignor~~

TO HAVE AND TO HOLD unto the said Assignees, their 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 ____ day of ____, 1984, but effective as of February 28, 1983.

WITNESS:

AMAX PETROLEUM CORPORATION

Assignor-Lessee

By _____
Lloyd L. Parks

Attest:

By _____
R. J. Kepke, Assistant Secretary

208930

RECORDED October 9 1985 8:00 AM
IN BOOK 75 Deeds PAGE 509
FEES 13.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKeever

(SEAL)

Should Assignee(s) desire to surrender all or any portion of this lease, notice of said desire shall be given Assignor at least thirty (30) days prior to the time payment of the next annual rental is due under the terms of the lease, or in the case when the lease is in the last year of its primary term, sixty (60) days in advance of the expiration of the primary term. If, within fifteen (15) days after the mailing of said notice, the notifying parties shall have received a notice in writing from Assignor that Assignor desires an assignment of the lease, said lease shall be assigned to Assignor.

If any Assignee shall negotiate a sale, farmout or other disposition of its (their) leasehold interest, and as a result thereof this lease or any interest in this lease is acquired by a third party, AMAX Petroleum Corporation shall be entitled to an undivided twenty percent (20%) of the proceeds paid to and the interest reserved by the Assignee in such transaction.

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 30th day of October, 1984.

Patricia G. Mairka
Notary Public in and for
THE STATE OF TEXAS

Patricia G. Mairka
Notary Public in and for the State of Texas
My Commission Expires 1-0[illegible]
Bonded by S. G. Raphael & Company

My Commission Expires:

1 [redacted] 85

ASSIGNEES

Flag-Redfern Oil Company 1200 Wall Towers West Midland, Texas 79701	12.500%
Dinero Operating Company P. O. Box 10505 Midland, Texas 79702	15.625%
Jack O. McCall P. O. Box 2206 Midland, Texas 79702	8.750%
McMoran-Freeport Oil Company P. O. Box 6800 Metairie, Louisiana 70009-6800 HPC, Inc., successor in interest to Westcoast Oil & Gas Corp. c/o HPC, Inc. 1225 - 17th Street, Suite 3100 Denver, Colorado 80202	50.625% 12.500%

ASSIGNEE SIGNATURE PAGE

Executed this 14th day of August, 1985

ATTEST:

Flag-Redfern Oil Company

_____ By: _____
Glenn S. Brant, President
1200 Wall Towers West
Midland, Texas 79701

Executed this 18th day of July, 1985

ATTEST:

Dinero Operating Company

_____ By: _____
Dale E. Creecy, Secretary/Treasurer
Russell J. Ramsland, President
P. O. Box 10505
Midland, Texas 79702

Executed this 20 day of August, 1985

~~Witness~~
~~ATTEST~~:

Jack O. McCall

_____ By: _____
P. O. Box 2206
Midland, Texas 79702

Executed this 3rd day of December, 1984

McMoRan-Freeport Oil Company

_____ By: _____
R. S. York, Assistant Secretary
Ollie D. Brown, Jr., President

P. O. Box 6800
Metairie, Louisiana 70009-6800

Executed this ___ day of AUG 23 1985, ~~1984~~

~~WITNESS~~
~~ATTEST~~:

HPC, Inc., successor in interest to
Westcoast Oil & Gas Corp.

_____ By: _____
R.W. Ponfick
Attorney-In-Fact

c/o HPC, Inc.
1225 17th Street
Suite 3100
Denver, Colorado 80202

* * * *

STATE OF TEXAS]
]
COUNTY OF MIDLAND]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Glenn S. Brant, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of FLAG-REDFERN OIL COMPANY, 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 14th day of August, 1984.

Penny Vachal

Notary Public in and for the County of MIDLAND, State of Texas

My commission expires:

7-12-89

STATE OF TEXAS]
]
COUNTY OF MIDLAND]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Russell J. Ramsland, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of DINERO OPERATING COMPANY, 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 July, 1984.

Jo Ann N. Sherrod

Notary Public in and for the County of Midland, State of Texas

Jo Ann N. Sherrod
Notary Public
State of Texas
My commission expires: 12-20-88

STATE OF TEXAS]
]
COUNTY OF Midland]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jack O. McCall, known to me to be the person whose name is subscribed to the foregoing instrument, ~~and known to me to be the of JACK O. McCALL, 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 20 day of August, 1984.

Dorothy Maxwell

Notary Public in and for the County of Midland, State of Texas

DOROTHY MAXWELL
Notary Public
State of Texas
My Commission Expires 1-7-89

My commission expires:

STATE OF LOUISIANA]
]
PARISH OF JEFFERSON]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Ollie D. Brown, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of McMoRan-FREEPORT OIL COMPANY, 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 10th day of December, 1984.

Walton D. Sanchez
Walton D. Sanchez
Notary Public in and for the Parish of Jefferson, State of Louisiana

My commission expires At Death.

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 23rd day of August, 1985, before me, a Notary Public in and for said County and State, came the above named R. W. PONFICK, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney-in-Fact of said HPC, INC., 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 said corporation 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:
2/3/89

Shirley Howell
Notary Public
1225 17th Street, Suite 3100
Denver, CO 80202-5531

[redacted] ASSIGNMENT [redacted] 13

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, AMAX PETROLEUM CORPORATION, P. O. Box 42806, Houston, Texas 77042, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0812, and covering land situate in Sublette County, Counties, described as follows:

All of Section 36, Township 29 North, Range 104 West

and containing 640 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto See Attached Listing

of ..., assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

All of Section 36, Township 29 North, Range 104 West

and containing 640 acres, more or less, [redacted]

TO HAVE AND TO HOLD unto the said Assignees, their 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 30th day of October, 1984, but effective as of February 28, 1983.

WITNESS:

AMAX PETROLEUM CORPORATION

By Lloyd L. Parks, Assistant-Lessee

Attest:

By R. J. Kepke, Assistant Secretary

208981

RECORDED October 9 1985 8:00AM
IN BOOK 75 Misc PAGE 511
FEES 13.00 Lacey Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
(SEAL)
by Dorothy McClure

Should Assignee(s) desire to surrender all or any portion of this lease, notice of said desire shall be given Assignor at least thirty (30) days prior to the time payment of the next annual rental is due under the terms of the lease, or in the case when the lease is in the last year of its primary term, sixty (60) days in advance of the expiration of the primary term. If, within fifteen (15) days after the mailing of said notice, the notifying parties shall have received a notice in writing from Assignor that Assignor desires an assignment of the lease, said lease shall be assigned to Assignor.

If any Assignee shall negotiate a sale, farmout or other disposition of its (their) leasehold interest, and as a result thereof this lease or any interest in this lease is acquired by a third party, AMAX Petroleum Corporation shall be entitled to an undivided twenty percent (20%) of the proceeds paid to and the interest reserved by the Assignee in such transaction.

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 30th day of October, 1984.

Patricia G. Mainka
Notary Public in and for
THE STATE OF TEXAS

Patricia G. Mainka
Notary Public in and for the State of Texas
My Commission Expires 1-02-85
Bonded by S. G. Raphael & Company

My Commission Expires:

1-02-85

511

341-0020-000

ASSIGNEES

Flag-Redfern Oil Company 1200 Wall Towers West Midland, Texas 79701	12.500%
Dinero Operating Company P. O. Box 10505 Midland, Texas 79702	15.625%
Jack O. McCall P. O. Box 2206 Midland, Texas 79702	3.750%
McMoran-Freeport Oil Company P. O. Box 6800 Metairie, Louisiana 70009-6800	50.625%
HPC, Inc., successor in interest to Westcoast Oil & Gas Corp. c/o HPC, Inc. 1225 - 17th Street, Suite 3100 Denver, Colorado 80202	12.500%

ASSIGNEE SIGNATURE PAGE

Executed this 14th day of August, 1985

ATTEST:

Flag-Redfern Oil Company

By: Glenn S. Brant

Glenn S. Brant, President
1200 Wall Towers West
Midland, Texas 79701

- -

Executed this 18th day of July, 1985

ATTEST:

Dinero Operating Company

Dale E. Creecy

Dale E. Creecy, Secretary/Treasurer

By: Russell J. Ramsland

Russell J. Ramsland, President
P. O. Box 10505
Midland, Texas 79702

- -

Executed this 5th day of August, 1985

Witness:
~~ATTEST:~~

Jack O. McCall

Kathy Morgan

By: Jack O. McCall

P. O. Box 2206
Midland, Texas 79702

- -

Executed this 3rd day of December, 1984

ATTEST:

McMoRan-Freeport Oil Company

R. S. Yerdon

R. S. Yerdon, Assistant Secretary

By: Ollie D. Brown Jr.

Ollie D. Brown, Jr., President

P. O. Box 6800
Metairie, Louisiana 70009-6800

- -

Executed this ___ day of AUG 23 1985, ~~1984~~

WITNESS:
~~ATTEST:~~

HPC, Inc., successor in interest to
Westcoast Oil & Gas Corp.

J. L. Young

By: R.W. Ponfick

R.W. Ponfick
Attorney-In-Fact

c/o HPC, Inc.
1225 17th Street
Suite 3100
Denver, Colorado 80202

* *

STATE OF TEXAS]
]
COUNTY OF MIDLAND]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Glenn D. Brand, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of FLAG-REDFERN OIL COMPANY, 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 14th day of August, 1984.5

NOTARY PUBLIC STATE OF TEXAS

Penny Cachal

Notary Public in and for the County of Midland, State of Texas

My commission expires:

7-12-89

STATE OF TEXAS]
]
COUNTY OF MIDLAND]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Russell J. Dinsdale, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of DINERO OPERATING COMPANY, 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 July, 1984.5

Jo Ann N Sherrod

Notary Public in and for the County of Midland, State of Texas

NOTARY PUBLIC STATE OF TEXAS

Jo Ann N. Sherrod

My commission expires: My commission expires: 12-20-88

STATE OF TEXAS]
]
COUNTY OF Midland]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jack O McCall, known to me to be the person whose name is subscribed to the foregoing instrument, ~~and known to me to be the of JACK O. McCALL, 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 5th day of August, 1984.5

NOTARY PUBLIC STATE OF TEXAS

DOROTHY MAXWELL
Notary Public
State of Texas
My Commission Expires 1-7-89

Dolly Maxwell

Notary Public in and for the County of Midland, State of Texas

My commission expires:

[redacted]

STATE OF LOUISIANA]
]
PARISH OF JEFFERSON]

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Ollie D. Brown, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of McMoRan-FREEPORT OIL COMPANY, 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 10th day of December, 1984.

Walton D. Sanchez

Walton D. Sanchez
Notary Public in and for the Parish of Jefferson, State of Louisiana

My commission expires At Death.

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 23rd day of August, 1985, before me, a Notary Public in and for said County and State, came the above named R. W. PONFICK, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney-in-Fact of said HPC, INC., 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 said corporation 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:
2/3/89

Shirley Howell
Notary Public
1225 17th Street, Suite 3100
Denver, CO 80202-5531

516

WY.06090
WY00605

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-67178

Lease effective date
6/1/79

FOR BLM OFFICE USE ONLY

New Serial No.

PART 1

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 8.66667 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 112 West
Section 1: Lots 3 (40.12), 4 (40.18), S½NW¼
Zone 2-A from the Surface to the stratigraphic equivalent of 10,300'

Containing 160.30 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

208947

RECORDED October 10 1985 2:00 PM
BOOK 75 Oil PAGE 516
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% of 8.66667%

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 — 5.0%

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 19th day of August, 1985, but effective May 1, 1984

TCPL Resources U.S.A. Ltd.

BY: James B. McNay
(Assignor's Signature)

James B. McNay
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, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

[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 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 19th day of August, 1985, before me appeared James B. McNay, 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 James B. McNay acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 19th day of August, 1985.

My Commission Expires:

NOTARY PUBLIC within and for
the City and County of Denver,
State of Colorado.
216 16th Street, Suite 1100
Denver, Colorado 80202

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.

518

WY.06090
WY00605

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-67178

Lease effective date
4/1/79

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 27 North, Range 112 West
Section 1: Lots 3 (40.12), 4(40.18),
S½NW¼
Zone 2-B from the stratigraphic equivalent
of 10,300' to the basement

Containing 160.30 acres, more or less
Sublette Co., Wyoming

Assignment approved as to lands described below

208948

RECORDED October 10 1985 2:04 PM
IN BOOK 75 Ores PAGE 518
Fee $6.00 Irene Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenney

Z-311-CR-115
509 Lot 4
Wyo

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		5.0%

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 19th day of August, 1985 but effective May 1, 1984.

TCPL Resources U.S.A. Ltd

BY: James B. McNay
(Assignor's Signature)
James B. McNay
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, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective By
(Authorized Officer)

[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 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 19th day of August, 1985, before me appeared James B. McNay, 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 James B. McNay acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 19th day of August, 1985.

My Commission Expires: 8/8/88

NOTARY PUBLIC within and for
the City and County of Denver,
State of Colorado.
216 16th Street, Suite 1100
Denver, Colorado 80202

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.

520

EOC-Mortgaged

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF WYOMING)
) ss KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT, ENERGETICS OPERATING COMPANY, whose address is 102 Inverness Terrace East, Englewood, Colorado 80112, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, all in hand paid to Assignor by Assignee hereinafter named, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred and conveyed, and by these presents does hereby bargain, sell, transfer and convey unto ITR PETROLEUM (DELAWARE), INC., 1300 Main Street, Suite 512, Houston, Texas 77002, hereinafter referred to as "Assignee", Assignor's interest, set forth on Exhibit "A", attached hereto, in and to the oil, gas and mineral leases described therein, and the mineral leasehold estates created thereby, including the respective gross working interest, and net revenue interest, and overriding royalty interest, if any, in and to the well or wells drilled upon the leasehold estates, subject to the reservations, exceptions, limitations and conditions, if any, hereinafter set forth and subject to the terms and provisions hereinafter stated.

Reference is here made to the leases described on Exhibit "A", and any amendments thereto, of record in the office of the County Clerk for a more particular description of the acreage covered thereby and for the terms and provisions of said leases and any amendments.

And for the same consideration Assignor does hereby sell, assign, transfer and convey unto Assignee a like interest in and to all improvements now owned or hereafter acquired by Assignor and located on the lands and leases including all oil, gas and water wells now or hereafter located thereon; all rights, privileges and appurtenances thereto with all reversions and remainders; all equipment, apparatus, machinery and fixtures of whatever kind, nature and description belonging to Assignor which are or may be used in the conduct of operations on said land and leases, whether the same be considered real, personal or mixed property, including, but not limited to, all casing, tubing, rods, pumps, derricks, separators, engines, motors, tanks, flow lines, valves, meters, loading racks, processing equipment, water disposal equipment, power and lighting plants, power and utility lines, leaseholds, sheds and warehouses, all pipelines, right-of-way, franchises,

RECORDED ... 19... AT ... O'CLOCK ... M.
IN BOOK 75 PAGE 520
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Geraldine M. Clark

208968

licenses, tenements and easements owned by Assignor as are pertinent to such leases or used or useful in the operation thereof.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, in accordance with the terms and provisions of said oil, gas and mineral leases, and any amendments thereto, and subject to the following reservations, exceptions, conditions and covenants, to wit:

1. Subject to any and all reservations of records relating to overriding royalty interest and/or net profits interest burdening the leases described on Exhibit "A", and any and all other agreements which would affect the title to the leases described on Exhibit "A", and reference is hereby made to the records in the offices of the County Clerk for all purposes.

2. This Assignment is subject to the Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case No. 84-B-5326 and 84-B-5325, entered and approved by the Court and creditors effective June 28, 1985, under the terms of which this assignment is made free and clear of all liens and obligations of Assignor except as otherwise provided in said Plan.

3. This assignment shall be effective from and after December 1, 1984, at 7:00 a.m.

This assignment is made without warranty expressed or implied.

Wyoming

This signature page is attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases dated 10/3/, 1985, by and between ENERGETICS OPERATING COMPANY and ITR PETROLEUM (DELAWARE), INC.

EXECUTED this 3rd day of October, 1985, but effective as of the date set forth above.

(Seal)

ENERGETICS OPERATING COMPANY

By: _____
Donald L. Peterson, President and
Chief Executive Officer

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 3rd day of October, 1985, by Donald L. Peterson, as President, for ENERGETICS OPERATING COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 12-19-88

_____
Notary Public

102 Inverness Terrace East
Englewood, CO 80112

Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated 10/3/85 from Energetics Operating Company to ITR Petroleum (Delaware), Inc.

LEASE NO. / PROSPECT NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	ASSIGNOR'S INTEREST
14134 WY-582	State of Wyoming 72-28069	Betty B. Shaffer	10-13-72 effective 11-02-72	Township 27 North, Range 111 West Section 16: SW/4	69	266	.14323562

All of the above described lands are 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, T27N-R111W, Sublette County, Wyoming.

523

524

Form Approved by Board April 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS.

This space for office use only: 75-93687

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. KATHLEEN L. BERKLUND
(Name of Applicant)
605 Midland Bank Building
(Number and Street)
Billings, Montana 59101
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
SUBLETTE (County)	S.C.E.P. & R. INS. (Fund)
T. 37 N., R. 110 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 107	This lease embraces the area and the land described in item 2.
Sec.22 SW¼SE¼ Sec.27 SW¼:W½NE¼:E½NW¼:SW¼NW¼	RECORDED Oct 11 1985 8:00 AM IN BOOK 75 Orig PAGE 524 FEES $ 5.00 Lou O. Yake COUNTY CLERK SUBLETTE COUNTY CLERK by Dorothy McClure
Total Area 400.00 Acres 208969	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) $ 200.00

Total $ 215.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 21 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows: .....

.....

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

.....

.....

(b) No employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an individual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a majority stockholder in a corporation, which has or will file an application on the lands herein sought to be leased.

(c) None of the land described in item 2 above is described in or covered by any other pending offer filed by this applicant or in which this applicant has any right, claim, interest, or title.

6. Offeror agrees:

(a) That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease insofar as said lease covers any land described in item 2 above open to lease application at the time this offer is filed, and shown in item 3 as included in this lease.

(b) An acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rentals, and fees transmitted with said application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

(c) If the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, the lessor shall amend the lease terms set out in this Offer to Lease and Lease by substituting therefor, and attaching to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed, and Offeror agrees to be bound by said substituted lease terms and conditions.

7. It is hereby certified that the statements made herein are complete and correct to the best of Offeror's knowledge and belief and are made in good faith. Any willful misrepresentation or concealment by Offeror of a material fact in this offer shall render this lease subject to cancellation.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 14th day of October, 19 75.

Lessee: Kathleen L. Berklund
KATHLEEN L. BERKLUND (Lessee Signature)

(Lessee Signature)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed

Signed on NOV 10 1975

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE November 2, 1975

By A. L. Kuntz
(Commissioner of Public Lands—Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

Examined: MCK

LEASE TERMS

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub-lessee, on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) DILIGENCE PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations, and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed; to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon; provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(l) TAXES AND WAGES—FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(m) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law.

(n) ASSIGNMENTS OF LEASE—PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(p) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 3. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the Rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b) From the operation of this lease the surface lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to commit the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

SECTION 4. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, Section 76 (as to State and State School lands), and Title 11, Section 631-B (as to Farm Loan Board lands), Wyoming Statutes 1957, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

SECTION 5. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit or misrepresentation, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof. In the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SECTION 6. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

SECTION 7. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 8. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Title 36, Wyoming Statutes 1957, as to the State and School Lands, and Title 11, Wyoming Statutes 1957, as to Farm Loan Lands, and rules and regulations governing the issuance of Oil and Gas leases pursuant thereto.

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 10th day of November, A. D. 19 75.

A. E. KING
Commissioner of Public Lands

SLO-25

4

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Kathleen L. Berklund, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 75-93687, and covering land situate in Sublette County, Counties, described as follows:

Township 37 North, Range 110 West, 6th P. M.
Section 22: $SW\frac{1}{4}SE\frac{1}{4}$
Section 27: $SW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

and containing 400.00 acres more or less, for and in consideration of the sum of -----Ten------- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto The Montana Power Company of 40 East Broadway, Butte, Mont. 59701 assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 37 North, Range 110 West, 6th P. M.
Section 22: $SW\frac{1}{4}SE\frac{1}{4}$
Section 27: $SW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

RECORDED October 11 1985 8:00 AM
IN BOOK 75 Ord PAGE 527
FEES 4.00 Lucy Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy McLucas

208970

and containing 400.00 acres, more or less, reserving, however, unto assignor --NONE--

TO HAVE AND TO HOLD unto the said The Montana Power Company, its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 17th day of November, 1975

WITNESS:

Kathleen L. Berklund
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of MONTANA
County of YELLOWSTONE } ss.

On this 17th day of November, A. D. 1975, before me personally appeared Kathleen L. Berklund 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.

In Witness my Hand and seal this 17th day of November, A. D. 19 75.

Dennis W. Berklund
Notary Public
Dennis W. Berklund

My Commission expires: August 26, 1977

ACKNOWLEDGEMENT (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: January 8, 1976

Assignment recorded in the Office of the Commissioner of Public Lands: December 23, 1975

(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.)

pb/7

527

FOR-1

528

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-29424-A

Lease effective date
7-1-71

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Celeron Oil and Gas Company

Address (include zip code)
7800 E. Union Parkway, Suite 500
Denver, Colorado 80237

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 33 North, Range 115 West Section 25: E/2 Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

208971

RECORDED October 11 1985 8:00 AM
IN BOOK 75 Ox-D PAGE 528
FEES $ 8.00 Lucy 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
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	3.5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 10th day of October, 1984.

BELCO DEVELOPMENT CORPORATION

By: J. M. Oswald (Assignor's Signature)
Executive Vice President

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, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective DEC 1 1984

By: ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 2 1985
(Date)

[redacted] [redacted] [redacted] form in accord-

[redacted] [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 7th day of November , 19 84 .

CELERON OIL AND GAS COMPANY

By: William H. Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

7800 East Union Parkway, Tower II, Suite 500
(Assignee's Address)

EVIDENCE OF AUTHORITY FOR ATTORNEY - IN - FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

Denver (City) Colorado (State) 80237 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany the assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

4. EFFECT OF ASSIGNMENT – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does *not* change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

GPO 837 - 559

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 10th day of October, 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 COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Laurel Ann Kraimer
Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

My commission expires:
March 23, 1986

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-29424-A

Lease effective date
7-1-71

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Celeron Oil and Gas Company

Address *(include zip code)*

7800 E. Union Parkway, Suite 500
Denver, Colorado 80237

The undersigned, as owner of *100% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 33 North, Range 115 West
Section 25: E½
Sublette County, Wyoming

*The interest in and to said operating rights herein assigned pertains to all rights below the stratigraphic equivalent of 6,200 ft.

208972

RECORDED October 11 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 531
8.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	*All of the operating rights described above
4. Specify interest or percent of operating rights being retained by assignor	*None of the operating rights described above
5. Specify overriding royalty interest being reserved by assignor	3.5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 Assignment is made without warranty of title, either express or implied.
I CERTIFY That the 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.

BELCO DEVELOPMENT CORPORATION

By: 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)

Title 18 U.S.C., Section 1001, 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 DEC 1 1984

By: A. L. Tarsis
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 2 1985
(Date)

0200-0006

531

FOR ASSIGNEE

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-*

532

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of November , 19 84 .

CELERON OIL AND GAS COMPANY

By: William H Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

7800 East Union Parkway, Tower II, Suite 500
(Assignee's Address)

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

Denver (City) Colorado (State) 80237 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

2. FILING AND NUMBER OF COPIES – File three (3) completed and manually signed copies in the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

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 10th day of October, 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 Lovett Agency, Lawyers Surety Corp

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Laurel Ann Kleimes
Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

My commission expires:
March 23, 1986

0200-0006

534

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-29424-A

Lease effective date
7-1-71

PART I

1. Assignee's Name: Celeron Oil and Gas Company

Address (include zip code): 7800 E. Union Parkway, Suite 500
Denver, Colorado 80237

The undersigned, as owner of *50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 33 North, Range 115 West
Section 25: E/2
Sublette County, Wyoming

* The interest in and to said operating rights herein assigned pertains to the rights from the surface of the ground down to the stratigraphic equivalent of 6,200 ft.

208978

RECORDED October 11 1985 8:00 AM
IN BOOK T-5 Misc PAGE 534
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	*All of the operating rights described above
4. Specify interest or percent of operating rights being retained by assignor	*None of the operating rights described above
5. Specify overriding royalty interest being reserved by assignor	3.5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	4.0%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 Assignment is made without warranty of title, either express or implied.

I CERTIFY That the 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.

BELCO DEVELOPMENT CORPORATION

By: J.M. Oswald (Assignor's Signature)
Executive Vice President

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 DEC 1 1984

By ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT - 2 1985
(Date)

NOTE: This [redacted] be reproduced provided that copies are [redacted] roductions on one sheet of both sides [redacted] ial form in accord-

0200-0006

[redacted] OR ASSIGNEE

[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 7th day of November , 1984 .

CELERON OIL AND GAS COMPANY

By: William H. Galac
(Assignee's Signature)

William H. Galac, Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

7800 East Union Parkway, Tower II, Suite 500
(Assignee's Address)

Denver (City) Colorado (State) 80237 (Zip Code)

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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.

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(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 886-844

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 CORPCRATION, 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 10th day of October, 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 COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Laurel Ann Kleimes
Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

My commission expires:
March 23, 1986

0200-0006

ASSIGNMENT OF OPERATING RIGHTS

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1979 JUL 23 AM 10: 00

RECEIVED
CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202, hereinafter referred to as "Assignor," for and in consideration of One Dollar ($1.00) and other considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto ADOBE OIL & GAS CORPORATION, 1100 Western United Life Building, Midland, Texas 79701, hereinafter referred to as "Assignee," an undivided interest in the oil and gas operating rights under and by virtue of the Oil and Gas Leases set forth in Exhibit "A" attached hereto and made a part hereof, said interest being set forth opposite each lease on said Exhibit "A," insofar as said rights pertain to the right to prospect for, operate, produce and own an undivided interest in and to the oil, gas and other hydrocarbons with depth limitations as set forth opposite each lease on said Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

This Assignment is made without warranty of title either express or implied, and in the event the leases set forth in Exhibit "A" cover less than the full interest in the oil and gas and other hydrocarbons, then the interest being hereby assigned shall be reduced in proportion that the interest covered by said leases bears to the full and undivided interest in the oil and gas and other hydrocarbons. Assignor hereby reserves unto itself, its successors and assigns, all rights not hereby assigned.

Assignee agrees not to release or surrender the leases and leasehold interests herein assigned without first offering to reassign such interest to Assignor. Should Assignor accept such reassignment, then Assignee shall be relieved of all future obligations with respect to the leasehold interest reassigned but Assignee shall not be relieved of any of its obligations occuring prior to the receipt by Assignor of such reassignment.

This Assignment of Operating Rights is made subject to and is governed by the terms and conditions of all prior agreements and amendments thereto, between Assignor and United Refining Company, and without limiting the generality of the foregoing, is particularly subject to and governed by the LaBarge Platform Project Agreement dated April 15, 1969, and any amendments. This Assignment of Operating Rights is further subject to all agreements of whatsoever nature, previously entered into between Assignor and Assignee, including particularly the documentation wherein Assignor consented to an Assignment from United Refining Company to Assignee. In addition, the interest herein assigned and the quantity thereof, is subject to and governed by all Division Orders, stipulations of interest or other documents executed by either United Refining Company or Assignee, and to the terms and conditions of agreements between Assignor and third parties, whether recorded or not, executed by Assignor and pertaining directly or indirectly to the leases herein assigned. And again, without limiting the generality of the foregoing, this Assignment is subject to the terms and conditions of:

209016

(a) The original Oil and Gas Lease;

(b) All prior Assignments thereof;

(c) The Ruben Unit Agreement and Unit Operating Agreement both dated October 1, 1970.

This Assignment shall be subject to and bear its proportionate part of Lessor's royalty, overriding royalty interest, production payments, or any other working interest burdens in existence as of the date hereof.

This Assignment shall be binding upon and inure to the benefit of the heirs or personal representatives, successors and assigns of the Assignor and Assignee and the covenants, agreements, conditions and obligations herein contained shall be considered as covenants, agreements, conditions and obligations running with the ownership of said leases and the ownership of the Oil and Gas Leasehold Estates; however, the interest herein assigned shall not be assignable by Assignee without the written consent of Assignor, and Assignee agrees that it will not, without the prior written consent of Assignor, create any overriding royalty, payment out of production, net profits obligation or carried interest, or any other obligation which will be a burden upon said leases.

RECORDED October 15 1985 11:20 AM
IN BOOK 25 Misc PAGE 537
FEES $2.00
SUBLETTE COUNTY CLERK
Dorothy McClure COUNTY CLERK

197 537

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1979 JUL 23 AM 10: 00
RECEIVED
CHEYENNE, WYOMING

IN WITNESS WHEREOF, this Assignment has been executed this 30th day of May, 1979.

ATTEST:

Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.

By: Collis P. Chandler, Jr., President

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of May, 1979, by Collis P. Chandler, Jr., as President of Chandler & Associates, Inc., a Colorado Corporation.

Witness my hand and official seal.

Sue Bardgett
Notary Public

My Commission Expires:
October 17, 1982

ADOBE OIL & GAS CORPORATION
1100 Western United Life Bldg.
Midland, Texas 79701

UNRECORDED
to be a true ... copy
SEP 27 1984
BUREAU OF ... MENT

EXHIBIT "A" Sublette COUNTY, Wyoming PAGE 1 o.

LSE NO.	LESSOR	DESCRIPTION	LEASE DATE	GROSS ACRES	NET ACRES	INTEREST ASSIGNED TO ADOBE	DEPTH
[redacted]283-00	USA W-02274	Township 30 North, Range 113 West Section 24: E½, E½NW¼, NE¼SW¼	9-1-45	440.00	440.00	30% x 75% x 50%	0' to 3,620'
7/8309-00	USA W-0127851	Township 30 North, Range 113 West Section 13: SE¼	10-1-61	160.00	160.00	30% x 75% x 50%	0' to 3,620'
/8310-00	USA EV-024538-A	Township 30 North, Range 113 West Section 13: SW¼	12-1-48	160.00	160.00	30% x 75% x 50%	0' to 3,620'
/8311-00	USA EV-024526-G a W-02643	Township 30 North, Range 112 West Section 30: E½W½	12-1-48	160.00	160.00	30% x 75% x 50%	0' to 3,893'

11.25%

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1979 JUL 23 AM 10 00
RECEIVED
CHEYENNE, WYOMING

539

SEP 28 1979

AREA

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE dated as of September 30, 1985, is made and entered into by and between MID-CONTINENT INVESTMENT CO., INC., a Kansas corporation, and L. A. LAYBOURN, P.O. Box 1365, Salina, Kansas 67401 (herein collectively called "Assignor") and CHANDLER & ASSOCIATES, INC., a Colorado corporation, 1860 Lincoln Street, Suite 1400, Denver, Colorado 80203 (herein called "Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of certain interests in oil and gas leases and leasehold estates including operating rights and working interests to limited depths ("said leases") more particularly described in Exhibit A, attached hereto and made a part hereof, insofar as said leases cover lands ("said lands") as set forth in Exhibit A;

WHEREAS, Assignor is the owner of certain interests in or derived from unitization, pooling and operating agreements and the units created thereby (including any and all units formed under orders, regulations, rules, or other official acts of the governmental authority having jurisdiction) insofar as the same cover or relate to said lands ("said units and said agreements"); and

WHEREAS, Assignor is the owner of certain interests in certain property and fixtures, in, on and under said lands and by virtue of said units which are used in connection with oil, gas and mineral operations, thereon or thereunder, for use in connection therewith, including but not limited to all oil wells, gas wells, injection wells, tanks, pumps, pipelines, flow lines, water lines, buildings, machinery and other facilities on or under said lands (such wells and leasehold equipment being hereinafter referred to as "said wells and leasehold equipment").

209046

RECORDED Oct 3, 85 1985 8:00 AM
IN BOOK 73 Misc PAGE 540
FEE $14.25 Laura J York COUNTY CLERK
SWEETWATER COUNTY, WYOMING
By Dorothy McArthur

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor, subject to the terms, conditions and other provisions hereof, does hereby grant, bargain, sell, assign, transfer, convey and set over unto Assignee, all of Assignor's right, title and interest in and to said leases and said units insofar as they cover or relate to said lands together with the rights incident thereto, including said wells and leasehold equipment, even though greater than or of a different character from the interest set forth in Exhibit A, as Assignor's interest therein, it being the intent of Assignor to convey, and it does hereby convey, the entire interest of Assignor in such properties (Assignor's interests in said leases and units insofar as they cover or relate to said lands and said wells and leasehold equipment are hereinafter referred to as the "subject properties").

This General Assignment and Bill of Sale is subject to the following terms and conditions:

1. By this General Assignment and Bill of Sale Assignor intends to convey and Assignee is vested hereunder with all of Assignor's right, title and interest in and to the subject properties. Assignee as of the effective date hereof shall expressly assume all of the covenants, obligations and duties of any nature whatsoever provided for in said leases and said agreements insofar as they cover said lands and Assignor shall be expressly relieved of all such covenants, obligations and duties thereafter.

2. Each party Assignor to the extent of its or his interest in the subject properties assigned hereunder represents and warrants that:

(a) By virtue of this General Assignment and Bill of Sale Assignee is the owner of all of Assignor's oil and gas lease working interest and operating rights in each of the oil and gas leases covering the lands described in Exhibit A free and clear of all liens, encumbrances and other defects as to persons claiming by, through or under Assignor.

(b) Assignor warrants and shall forever defend its interest in said leases and said wells and leasehold equipment against all persons whomsoever claiming the same or any part thereof or any interest therein by, through or under the Assignor, but not otherwise.

(c) Assignee is fully substituted and subrogated to the rights of Assignor under warranties of title made by others.

3. In connection with said leases which are federal or state oil and gas leases, assignments of leasehold interest or operating rights have been executed concurrently herewith by Assignor to Assignee in sufficient counterparts to fulfill applicable federal and state statutory and regulatory requirements, and while said assignments are unqualified in form and do not specifically contain all the terms and provisions hereof, they shall be deemed to contain all of the exceptions, exclusions, retentions, reservations, rights, titles, interests, estates, revenues, powers and privileges set forth herein as fully to all intents and purposes as though the same were set forth at length in each such assignment. The interest conveyed by such separate assignments are the same as, and not in addition to, the interests herein conveyed.

4. All obligations with respect to the maintenance and daily operation of the subject properties, including any ad valorem, production, severance, excise or other similar taxes and assessments (other than taxes measured by the income or profits of Assignor) which are partially accrued during the year 1985, shall be apportioned between Assignor and Assignee as of

7:00 A.M., local time on July 1, 1985, so that such obligations incurred before 7:00 A.M., local time on July 1, 1985 shall be borne by Assignor and such obligations incurred thereafter shall be borne by Assignee.

5. Assignee agrees to indemnify and hold harmless Assignor with respect to any sales tax which may become owing on account of the sale of said wells and leasehold equipment.

6. This instrument is executed in several original counterparts, all of which are identical, except that to facilitate recording in certain counterparts, those pages of Exhibit A which contain specific descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded are omitted and included by reference only. Each counterpart shall be deemed an original for all purposes and all counterparts shall together constitute but one and the same instrument.

7. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and their successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

Executed as of the day and year first above written, but effective for all purposes as of 6:59 A.M. local time on July 1, 1985.

MID-CONTINENT INVESTMENT CO., INC.

ATTEST:

By _____
L. A. Laybourn, President

_____ Secretary

_____
L. A. Laybourn

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BE IT REMEMBERED that I, _____, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 30th day of September, 1985:

COLORADO — The foregoing instrument was acknowledged before me by L. A. LAYBOURN, President of Mid-Continent Investment Co., Inc.

NEBRASKA — Before me personally came the above-named L. A. LAYBOURN, President of Mid-Continent Investment Co., Inc., who is personally known to me to be the identical person whose name is affixed to the above instrument as President of said corporation, and acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

NORTH DAKOTA — Before me personally appeared L. A. LAYBOURN, known to me to be the President of Mid-Continent Investment Co., Inc., described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

WYOMING — The foregoing instrument was acknowledged before me by L. A. LAYBOURN, President of Mid-Continent Investment Co., Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City and County of Denver, State of Colorado on the date first set forth above.

(SEAL)

Notary Public

My Commission expires: _____

Address: My Commission Expires June 26, 1989
2395 E. Cherrywood Drive
Lafayette, CO 80026

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Diana J. Ley, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 30th day of September, 1985:

COLORADO — The foregoing instrument was acknowledged before me this 30th day of September, 1985, by L. A. LAYBOURN, individually.

NEBRASKA — The foregoing instrument was acknowledged before me this 30th day of September, 1985, by L. A. LAYBOURN, individually.

NORTH DAKOTA — On this 30th day of September in the year 1985 before me personally appeared L. A. LAYBOURN known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

WYOMING — The foregoing instrument was acknowledge before me by L. A. LAYBOURN, this 30th day of September, 1985.

(SEAL)

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

Address: My Commission Expires June 26, 1989
2395 E. Cherrywood Drive
Lafayette, CO 80026

CHANDLER & ASSOCIATES, INC.
SUITE 1400 • LINCOLN TOWER BUILDING • 1660 LINCOLN STREET
DENVER, COLORADO 80203

PROSPECT = 323

EXHIBIT "A"

Sublette COUNTY, Wyoming

CASE NO.	LEASE NAME	LEASE DATE / EXPIRATION DATE	NET ACRES	GROSS ACRES	LANDOWNER'S ROYALTY	RECORDED BOOK PAGE
	W-06009	06-01-51 Township 32 North - Range 114 West Section 7: Lots 1,2, S/2NE, SE O - base of Mesa Verd equivalent 5,950 feet	260.76			
3728-00	W-73977	06-01-51 Township 32 North - Range 114 West Section 17: NWNW O - 6,724	40.00	40.00	12.5%	
		06-01-51 Township 32 North - Range 114 West (TRACT I) Section 17: E/2, NESW, SENW, NENW O - 6,724	1080.0	1080.0	12.5%	
		Township 32 North - Range 114 West (TRACT II) Section 20: NE, N/2SE O - 6,724				
		Township 32 North - Range 114 West Section 20: NW, N/2SW Section 17: SWNW, NWSW, S/2SW O - 6,724				

545

546

INSTRUMENT OF SURRENDER

STATE OF Wyoming)
) SS.
COUNTY OF Sublette)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil lease(s) recorded in Sublette County, State of Wyoming :

Lessor	Date of Lease	Recorded Book	Page	Description (where necessary)
U.S.A. W-33112 (94804-5)	3-1-73	72 72	272 349	T-38-N, R-114-W, 6th P.M. Sec. 12: E½ Sec. 13: N½ As to depths from the surface to the strat. equi. of 100 ft. below the depth of 16,535 ft. in the Chevron-Federal 1-34A well, loc. in the SE¼SW¼ of Sec. 34, T39N, R114W.

209047

RECORDED October 13, 1985 9:02 M
IN BOOK 75 Misc. 546
FEES $4.00 Janet Glick COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy McKeever

WHEREAS, under the terms of said lease(s), Lessee is given the right at any time or times to release and surrender all or any portion of said lease(s) and thereafter be relieved of any and all obligations under said lease(s);

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor(s) named in said lease(s), their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement(s) of lease and all the rights thereunder or incident thereto

DATED this 7th day of August, 1985

Chevron U.S.A. Inc.

By B. W. Wade
Assistant Secretary

CHEVRON U.S.A. INC. INCORPORATED AUG. 9, 1922 PENNSYLVANIA

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared

B. W. Wade 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 Pennsylvania 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

7th day of August, 1985.

My commission expires:

NOTARY PUBLIC STATE OF COLORADO

March 21, 1988

Cynthia M. Carlson
Notary Public

Rolanda Abel
Co P.O. Box 2122

[redacted] [redacted] [redacted] 7/85)

A G R E E M E N T

Reference that certain agreement entered into on September 15, 1981, by and between VALERIA M. MOHR, hereinafter referred to as "Mohr" and ENERGETICS, INC., a Colorado Corporation, hereinafter referred to as "Energetics", in which Mohr conveyed 100% of Record Title Interest on federal USA lease W-72837 to Energetics pursuant to certain terms, covenants and conditions including the retention of 6¼% of 8/8ths of overriding royalty interest by Mohr and a reassignment of said lease pursuant to the provisions of paragraphs IV, V and VI in the above referenced agreement to Mohr;

WITNESSETH

Mohr has assigned all of her 6¼% of 8/8ths retained overriding royalty interest to BETTY LOU or THOMAS ROY HOUSTON pursuant to an agreement entered into on August 24, 1985, and duly recorded in Sublette County, Wyoming, in Book 75 of Oil and Gas at Page 412;

Pursuant to this agreement Mohr hereby transfers her rights to the reassignment of federal USA lease W-72837 to her under the provisions of paragraphs IV, V and VI of the September 15, 1981 agreement by and between Mohr and Energetics, to BETTY LOU or THOMAS ROY HOUSTON, effective the date of the acknowledgement of this agreement before a notary public.

Agreed to this 17th day of October, 1985.

Valeria M. Mohr
VALERIA M. MOHR

STATE OF Illinois

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 17th day of October, 1985, by Valeria M. Mohr
Witness my hand and notarial seal.

My commission expires June 29 1989

Brenda J. Anderson
Notary Public

RECORDED October 22 1985 1:30 PM
IN BOOK 75 Oil & Gas PAGE 547
FEES $4.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McStuart

209102

548

TFS-W-0773

Form No. 11

KINTZEL'S - CASPER

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Thomas F. Stroock

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Kenneth Guio aka Kenneth H. Guio, and Marjorie Guio, their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between Kenneth Guio, also known as Kenneth H. Guio, and Marjorie Guio, husband and wife, Big Piney, Wyoming 83113, Lessors, and Thomas F. Stroock

as lessee, dated the 5th day of January 19 73, insofar as same covers the following described land, to-wit:

Township 31 North, Range 114 West, 6th P.M.
Section 29: S½SW¼, SW¼SE¼
Section 32: NW¼NW¼
Township 31 North, Range 113 West, 6th P.M.
Section 27: SW¼NW¼, SW¼, S½SE¼
Section 28: SE¼NW¼, S½NE¼, SE¼, SE¼SW¼
Section 33: N½NE¼, NE¼NW¼
Section 34: NW¼, N½NE¼

209109

RECORDED October 23 1985 8:00 A M
IN BOOK 75 O & G PAGE 548
FEES $ 4.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

~~State of~~, ~~County~~, ~~Range~~, and containing 1120.00 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 49 O&G Page 96.

Executed this 2nd day of October, 1985.

Thomas F. Stroock

STATE OF WYOMING
}ss.
COUNTY OF NATRONA

ACKNOWLEDGMENT FOR INDIVIDUAL

THE undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Thomas F. Stroock

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 2nd day of October, 19 85.

My commission expires

JOYCE A. CABOT — Notary Public — County of Natrona — State of Wyoming — My Commission Expires Sept. 22, 1988

Notary Public.

STATE OF
}ss.
COUNTY OF

ACKNOWLEDGMENT FOR CORPORATION

, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of , to me personally known as the president (or other officer) of and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) , for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of , 19

My commission expires

Notary Public.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, CRAMER OIL COMPANY
410 17th Street, Suite 1340, Denver, Colorado 80202, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 79-0199,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 113 West, 6th P.M.
Sec. 16: S½

and containing 320.00 acres more or less, for and in consideration of the sum of Ten and no/100------ Dollars ($10.00------) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Chevron U.S.A. Inc., P. O. Box 599
of Denver, Colorado 80201, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 32 North, Range 113 West, 6th P.M.
Sec. 16: S½

and containing 320.00 acres, more or less, reserving, however, unto assignor Four percent of 8/8ths ORRI (4% of 8/8ths) -- One percent of 8/8ths (1% of 8/8ths) ORRI has been previously reserved

TO HAVE AND TO HOLD unto the said Chevron U.S.A. 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 executed this 14th day of August, 1985.

WITNESS:

R. K. Cramer
Assignor-Lessee
Cramer Oil Company
By R. K. Cramer, Managing Partner

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado
County of Denver } ss.

This 14th day of August, A. D. 1985, before me personally appeared R. K. Cramer, Managing Partner, Cramer Oil Co. 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.

In witness whereof I have hereunto set my hand and seal this 14th day of August, A. D. 1985.

Kay J. Borusch
Notary Public

My commission expires: March 1, 1986

ACKNOWLEDGEMENT (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.

In witness my hand and seal this ____ day of ____, A. D. 19____.

(SEAL)

Notary Public

My commission expires: ____

Assignment approved by Board of Land Commissioners: September 13, 1985 without binding the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands: September 10, 1985

(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 permanent record.)

1s/

209110

RECORDED October 23 1985 8:00 A M
IN BOOK 75 O & G PAGE 549
FEES $6.00 Lois Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Form Approved: 3-2-50
5,000 April 1959

549

ATTACHED TO Wy. St. 79-0199

In the event Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor forty-five (45) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor and Assignee shall then execute an assignment of said oil and gas lease to Assignor. However, in the event of failure by Assignee to furnish such notice to Assignor, Assignee's liability in such event shall be limited to the amount of the cash consideration paid for the assignment herein, but not otherwise. Any re-assignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

(initial)

RKC

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of August, 19 85, personally appeared R. K. Cramer, Managing Partner of Cramer Oil Company, 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 official seal.

My Commission Expires:

Kay J. Borrusch
Notary Public

[redacted] SIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-74319

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That George P. Panos
P.O. Box 151073
Salt Lake City, Utah 84115, 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
Utah Money Order Co.	P.O. Box 1537 Salt Lake City, Utah 84110	5.00%

Being in all a total of an undivided five percent (5.00%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 34 North, Range 113 West, 6th Prin. Mer.

Section 31: Lots 1, 2, 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

209111
RECORDED October 23 19 85 8:00 A M
IN BOOK 75 O + G PAGE 551
FEES $ 6.00 Barb Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 383.60 acres, more or less.

WITNESS our hands this 19th day of October, 19 85

Witnesses:

George P. Panos
George P. Panos

STATE OF Utah
} ss.
COUNTY OF Salt Lake

On the 19th day of October, 19 85, before me personally appeared George P. Panos the signor..... of the above instrument, who duly acknowledged to me that ..... executed the same.

My commission expires:

10-28-85

Residing in Salt Lake City, Utah

Oil & Gas Form No. 8
Petroleum Investment Company
231 West 800 South
Salt Lake City, Utah 84101

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(~~Individual~~) (Corporation) Qualified under #W-47748

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
Utah Money Order Co.

..... as to by Secretary/Treasurer

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

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. -7[illegible]47

Lease effective date [illegible] 1, 1982

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

[redacted]

Address *(include zip code)*

[redacted]

The undersigned, as owner of [redacted] 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, [illegible] Township 35 North, [illegible] Section 15: [illegible] Containing [illegible] acres, more or less	

209128

RECORDED October 23 1985 11:15 AM
IN BOOK 75 O & G PAGE 553
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	0
5. Specify overriding royalty being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of October, 1985

Hans M Damsen
(Assignor's Signature)

800 First National Bank Bldg
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

553
(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.

64649

554

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 11th day of October, 1985

AMOCO PRODUCTION COMPANY

Claud Kelly *

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 800

(Assignee's Address)

Denver, Colorado 80201

(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Kelly, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 11th day of October, 1985.

WITNESS my hand and official seal.

My commission expires: January 2, 1989

Gail M. Jefferson
Notary Public

Amoco Building
Box 800
Denver, Colorado 80201

Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.

Lease effective date

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Address *(include zip code)*

The undersigned, as owner of percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

209129

RECORDED October 23 1985 11:15 AM
IN BOOK 75 O & G PAGE 555
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee

4. Specify interest or percent of record title interest being retained by assignor, if any

5. Specify overriding royalty being reserved by assignor

6. Specify overriding royalty previously reserved or conveyed, if any

7. If any payments out of production have previously been created out of this 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 4th day of October, 1985

Nancy M Dawson
(Assignor's Signature)

(Assignor's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective By
(Authorized Officer)

(Title) (Date)

555

646650

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 11th day of October, 19 85

AMOCO PRODUCTION COMPANY

Claud Neely

(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800

(Assignee's Address)

Denver, Colorado 80201

(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 11th day of October, 19 85.

WITNESS my hand and official seal.

My commission expires:

January 2, 1989

Gail M. Jefferson
Notary Public

Amoco Building
Box 800
Denver, CO 80201

Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION – If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. [redacted]

Lease effective date [illegible] 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name [redacted]

Address *(include zip code)* [redacted]

The undersigned, as owner of [redacted] 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

Township 35 North, Range 111 West

Section 26: All
Section 27: All

1200 acres more or less

Assignment approved as to lands described below

209130

RECORDED October 23 1985 11:15 AM
IN BOOK 75 O & G PAGE 557
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

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	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 4th day of October, 1985

Vanessa Ramsey
(Assignor's Signature)

[illegible] First National Bank Bldg
(Assignor's Address)

Denver [illegible] 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

557

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.*

646617

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.

AMOCO PRODUCTION COMPANY

Executed this 11th day of October, 1985

(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800

(Assignee's Address)

Denver, Colorado 80201

(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Kelly, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 11th day of October, 1985.

WITNESS my hand and official seal.

Notary Public

My commission expires:

January 2, 1989

Amoco Building
Box 800
Denver, CO 80201

Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

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.

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(1) The adjudication of the assignee's rights to the land or resources.
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(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.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Overriding Royalty Assignment, made this 9th day of September, 1985, by and between WILLIAM C. KIRKWOOD, P. O. Box 3439, Casper, Wyoming 82602; And THE SUPERIOR OIL COMPANY, P. O. Box 5444, Denver, Colorado 80217, hereinafter called Lessees; and VIOLA J. KIRKWOOD, P. O. Box 3439, Casper, Wyoming 82602, hereinafter called Assignee;

WITNESSETH:

WHEREAS, Lessees are the owners of and have been granted an oil and gas lease by the Commissioner of Public Lands, State of Wyoming, effective January 2, 1977 bearing Serial No. 77-0046, which lease, insofar as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming, towit:

Township 37 North, Range 110 West, 6th P.M.
Section 36: All
Containing 640.00 acres, more or less.

NOW, Therefore, in consideration of the premises and the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, the undersigned Lessees, hereby sell, convey, transfer, assign and set over unto Assignee, her heirs and assigns, an overriding royalty interest of Two Percent of eight-eighths (2% of 8/8ths) of all of the oil and gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal respresentatives and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number and whether issued to Lessees or Lessees' successors or assigns.

IN WITNESS WHEREOF, Lessees have executed and delivered this overriding royalty assignment to Assignee, in triplicate, this 9th day of September, 1985, but this overriding royalty assignment shall be effective for all purposes as of July 15, 1985.

Assignment approved by Commissioner of
Public Lands: Oct.16,1985 without binding
the State for the payment of any overriding royalty
Assignment recorded in the Office of the
Commissioner of Public Lands: Oct.11,1985
et

WILLIAM C. KIRKWOOD

THE SUPERIOR OIL COMPANY

BY: C E Bess
Attorney-in-Fact

BY: J. Cousins
Attorney-in-Fact

ATTEST:

209144

RECORDED October 24 1985 8:00AM
IN BOOK 75 O & G PAGE 559
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

STATE OF WYOMING

ss.

COUNTY OF NATRONA

On this 9th day of September, 1985, before me personally appeared WILLIAM C. KIRKWOOD, 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 official seal this 9th day of September, 1985.

DAVID J. [illegible] - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Nov. 6, 1988

Notary Public

STATE OF COLORADO

ss.

COUNTY OF DENVER

On OCT 7 [illegible], 1985, before me. the undersigned, a Notary Public in and for said County and State, personally appeared J. COUSINS and C.E. RENY known to me to be the persons whose names are subscribed to the within instrument as attorneys in fact of THE SUPERIOR OIL COMPANY, and acknowledged to me that they subscribed the name of THE SUPERIOR OIL COMPANY thereto as principal and their own names as attorneys in fact.

Witness my hand and seal this 1st day of October, 1985.

Olga S. Hicks
Notary Public

NOTARY PUBLIC
OLGA S.
HICKS
STATE OF COLORADO

My Commission expires March 29, 1988
8244 West Iliff Lane
Lakewood, Colorado 80227

ASSIGNMENT OF OIL AND GAS LEASE
AND RATIFICATION OF ASSIGNMENT

For valuable consideration, the receipt and complete sufficiency of which are hereby acknowledged and confessed, MTS LIMITED PARTNERSHIP ("Assignor"), whose address is P. O. Box 2009, Amarillo, Texas 79189-2009, does hereby grant, bargain, sell, transfer, assign and convey unto the parties listed below ("Assignees"), in the proportions set forth opposite their respective names, all right, title, and interest in and to the oil and gas leases ("leases") described in the Exhibit "A" attached hereto and hereby incorporated herein by reference, or such undivided interest therein as is reflected in said Exhibit "A", INSOFAR AS, but only insofar as, said leases covers and affects the lands described in said Exhibit "A," to wit:

Assignees	Proportion
Mesa Petroleum Co. P. O. Box 2009 Amarillo, Texas 79189-2009	75%
Texaco Inc. P. O. Box 52332 Houston, Texas 77052	25%
Sequoia Associates Limited P. O. Box 2116 Houston, Texas 77252-2166	0%

together with a like interest in and to all personal property, equipment and machinery located on said leases and used or obtained in connection therewith.

TO HAVE AND TO HOLD said leases, personal property, equipment and machinery unto the Assignees, their respective successors and assigns, in the proportions indicated above, forever.

And for the same consideration, Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the leasehold and other interests assigned hereby unto Assignees, their respective successors and assigns, against every party whomsoever claiming or to claim same, or any part thereof, by, through, from or under Assignor, but not otherwise; provided, however, this assignment is executed and accepted subject to the terms and provisions of the leases and any operating agreements, pooling

209145

RECORDED October 24 1985 8:00 AM
IN BOOK 75 O&G PAGE 561
FEES $10.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

agreements, farmout agreements, or other documents covering said leases in whole or in part heretofore executed and delivered by Assignor to third parties pursuant to applicable law and the limited partnership agreement between Assignees.

For a valuable consideration, the receipt and complete sufficiency of which are hereby acknowledged and confessed, Mesa Petroleum Co. ("Mesa") does hereby adopt, ratify and confirm the foregoing assignment and does hereby grant, bargain, sell, transfer, assign and convey, unto Texaco Inc. and Sequoia Associates Limited, their respective successors and assigns, the identical leasehold and other interests assigned to them above by Assignor, in accordance with all of the terms and provisions of the foregoing assignment, and does further represent and warrant unto Texaco Inc. and Sequoia Associates Limited, their respective successors and assigns, that the interests assigned to them above are free and clear of any mortgages and/or security interests created or permitted to be created by Mesa (i) as general partner in the MTS LIMITED PARTNERSHIP or (ii) otherwise, save and except as indicated in the preceding paragraph.

This instrument shall be binding upon Assignor, Assignees, and Mesa, and their respective successors and assigns.

EXECUTED this 15th day of October, 1985, effective as of September 1, 1985.

ATTEST:

Michael J. Moore
Assistant Secretary

SEAL 1984 DELAWARE

MTS LIMITED PARTNERSHIP
By: Mesa Petroleum Co.
General Partner

By: Paul W. Chinn
Vice President

ATTEST:

Michael J. Moore
Assistant Secretary

SEAL 1984 DELAWARE

MESA PETROLEUM CO.

By: Paul W. Chinn
Vice President

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 18 day of October, 1985, by Paul W. Cain, Vice President of Mesa Petroleum Co., General Partner of MTS LIMITED PARTNERSHIP, on behalf of the partnership.

Claudia Dempsee
Notary Public
State of Texas

My Commission expires: 4-4-89

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 18 day of October, 1985, by Paul W. Cain, Vice President of Mesa Petroleum Co., a Delaware corporation, on behalf of said corporation.

Claudia Dempsee
Notary Public
State of Texas

My Commission expires: 4-4-89

PROSPECT: STAR CORRAL *

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1974 EXECUTED BY USA W-43213 *, AS LESSOR, IN FAVOR OF C WARD CHASE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0006-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W
SEC 20: NE NW

ROY %: 12.50000 ORR %: 10.25000

2. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1974 EXECUTED BY USA W-43213 *, AS LESSOR, IN FAVOR OF C WARD CHASE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0006-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W
SEC 20: NW NW

ROY %: 12.50000 ORR %: 4.00000

ROYALTY ASSIGNMENT

This assignment made and entered into this 8th day of October, 1985, by and between MARION V. HARRIS and her husband, LAWRENCE C. HARRIS, Post Office Box 1714, Roswell, New Mexico 88201, herein referred to as Assignors, (whether one or more) and

KATHY A. HALL, a married woman dealing in
her sole and separate property
703 South Fruitland Drive
Roswell, New Mexico 88201

CONNIE E. PEREZ, a married woman dealing
in her sole and separate property
1409 West Tilden
Roswell, New Mexico 88201

ELIZABETH B. GORMAN, a single woman
1600 South Lea Avenue
Roswell, New Mexico 88201

LOIS B. MARBACH, a single woman
2815 North Elm Avenue
Roswell, New Mexico 88201

ROGER L. LUGINBILL
503 Linda Drive
Roswell, New Mexico 88201

hereinafter referred to as Assignees, (whether one or more).

WITNESSETH:

The undersigned Assignors for and in the sum of $10.00 and other good and valuable considerations to Assignor in hand paid by said Assignees, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said Assignees, their heirs, personal representatives (or their successors) and assigns in equal shares an overriding royalty equal to two and one-half percent (2.5%) of the net proceeds received from the sale of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

TOWNSHIP 33 NORTH, RANGE 111 WEST, 6TH PM

Section 1: Lots 1, 2, S½NE¼, SE¼
Section 11: E½
Section 12: All
Section 13: All
Section 14: E½
Section 35: W½

Containing 2559.88 acres, more or less,

under the terms of that certain Oil and Gas Lease dated October 1, 1977, made and entered into by and between the United States of America as lessor, and Marion V. Harris, as lessee, bearing Lease No. W-60145, or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of said lease are computed and paid; and assignees 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.

209182

RECORDED October 28, 1985 9:00 AM
IN BOOK 75 Misc PAGE 565
FEES $ 7.25 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

TO HAVE AND TO HOLD said royalty interest unto Assignees, their heirs, personal representatives (or their successors) and assigns forever. For the same consideration Assignors covenant with and warrant to said Assignees 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 Assignees, their heirs, personal representatives (or their successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this Assignment is executed in duplicate originals on the day and year first hereinabove written.

Marion V. Harris
MARION V. HARRIS

Lawrence C. Harris
LAWRENCE C. HARRIS, Spouse

STATE OF NEW MEXICO)
(ss.
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 8th day of February, 1985, by MARION V. HARRIS and her husband LAWRENCE C. HARRIS.

MY COMMISSION EXPIRES: May 20, 1986

Rita A. Masterson
NOTARY PUBLIC

PRODUCERS 88-PAID UP
11-57 POOLING

ORIGINAL

ARIZONA PRINTING CO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of July, 19 85, by and between

Dorothy Hecox, aka Dorothy I. Hecox, a widow

whose post office address is P.O. Box 27, Cora, Wyoming 82925, 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 ** 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:

See Exhibit "A" attached hereto and by this reference made a part hereof.

209230

October 30 1985 8:00 A.M.
Recorded
Book 75 of Deeds Page 567
Sublette County Clerk
By Deputy
Dorothy McGuire

and containing 28.00 acres, more or less

1. It is agreed that this lease shall remain in force for a term of Five (5) 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~~ 16% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth~~ 16% 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~~ 16%, 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~~ 16% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 Dorothy I. Hecox
Dorothy I. Hecox

SS# [illegible]

567

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 17th day of July, 19 85, personally appeared Dorothy Hecox, aka Dorothy I. Hecox, a widow

Diane E. Neal
Notary Public
State of Wyoming
County of Sublette
My Commission Expires June 17, 1985

, 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 6/17/88

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

FROM

TO

ated , 19

o. Acres

County

m

This instrument was filed for record on the

ay of , 19 , at

o clock M., and duly recorded in

olume Page

of the records of this office.

County Clerk

Deputy.

When recorded return to

EXHIBIT "A"

This exhibit is attached to and made a part of that certain Oil and Gas Lease dated July 1, 1985 by and between Dorothy Hecox, aka Dorothy I. Hecox, a widow, as Lessor, and Kenneth K. Farmer, as Lessee, for the purpose of describing the following lands:

Township 37 North, Range 110 West, 6th p.m.
Section 13: All that part of the SE¼SE¼ situate and lying East of the Green River Lakes Road; less and excepting all that part of the following described tract:

A tract of land beginning at a point on the East line of Section 13, said point being located Northerly a distance of 900 feet from the Southeast corner of Section 13; Thence from said point of beginning, Westerly perpendicular to the East line of Section 13, approximately 950 feet to a point on the centerline of the Green River Lakes Road; Thence Northeasterly along the centerline of said road to a point on the East line of Section 13; Thence Southerly along the East line of Section 13 to the point of beginning.

Section 24: Lots 1, 2, 3, 6 Hecox Homesites, Sublette County according to that certain plat recorded January 15, 1965 in Book 22, Page 571.

And all that part of the Hecox Homesites Road bounded by Lots 4, 5, 6, 7, 8, 9, 10 according to that certain plat recorded January 15, 1965 in Book 22, Page 571.

This lease also covers and includes all land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described in this exhibit.

Notwithstanding anything to the contrary, it is mutually understood and agreed that the herein described lands shall be deemed to contain 28.00 acres, whether more or less, for the purposes of this lease.

X Dorothy I. Hecox X

Dorothy I. Hecox

570

PRODUCERS 88 - PAID UP
11-57 POOLING

NATRONA PRINTING CO.

ORIGINAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of July, 19 85, by and between Betty Lou McLoughlin, a married woman dealing in her sole and separate property

whose post office address is P. O. Box 27, Cora, Wyoming 82925, 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 ** 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:

Township 37 North, Range 110 West, 6th p.m.
Section 13: The South 1/3 of the SE¼SE¼ lying E. of Green River Lakes Rd.
Section 24: All that part of the NE¼NE¼ East of the Green River Lakes Road lying and being situated North of the Hecok Homesites as the same appear of record in the office of the Sublette County Clerk.

and containing 33.33 acres, more or less

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ 5 (Five) 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% B.L.M.

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~~ (1/8) part of all oil produced and saved from the leased premises.

16% B.L.M. 2nd. To pay Lessor ~~one-eighth~~ (1/8) 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~~ (1/8), payable monthly at the prevailing market rate for gas.

16% B.L.M. 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~~ (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 Betty Lou McLoughlin
Betty Lou McLoughlin
SS# 520-38-8692

209231

RECORDED October 30 1985 8:00 A.M.
IN BOOK 75 Oil & Gas OF 570
FEES $6.00 Lora J. Yonk COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy [redacted] Deputy

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 22nd day of July, 19 85, personally appeared Betty Lou McLoughlin, 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.

Trudy Remmick Notary Public
County of Sublette State of Wyoming
My Commission Expires June 10, 1989

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.

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

o. 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

571

572

PRODUCERS 88-PAID UP
11-57 POOLING

ORIGINAL

PETROLIA PRINTING CO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of July 85 by and between Donna J. Smith, formerly Donna J. Krause, a married woman dealing in her sole and separate property

whose post office address is P.O. Box 27, Cora, Wyoming 82925, 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 ** 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:

See Exhibit "A" attached hereto and by this reference made a part hereof.

and containing 34.00 acres, more or less

5 (five)

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~~ 16% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth~~ 16% 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~~ 16%, 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~~ 16% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar ($1.00) per year per acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of Paragraph numbered 1 above.

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 leased. 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. The entire acreage so pooled and production, drilling or reworking operations anywhere on such acreage shall be treated for all purposes except the payment of royalties as if it were included in and were production, drilling or reworking operations 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 right 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 Donna J. Smith
Donna J. Smith

SS# 520-42-0517

209232

RECORDED October 30 1985 8:00 AM
75 Ores
$8.00 Lois D. York
By Dorothy M. Hoare
572

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 2nd day of ~~July~~ August 1985, personally appeared Donna J. Smith, formerly Donna J. Krause, 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

Diane E. Neal
Notary Public
County of Sublette
State of Wyoming
My Commission Expires June 17, 1985

Notary Public.

State of
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.
My Commission Expires:

Notary Public

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

FROM

TO

dated 19

No. Acres

County

Term

This instrument was filed for record on the day of 19 at o clock M. and duly recorded in Volume Page of the records of this office.

County Clerk

Deputy.

When recorded return to

ORIGINAL

EXHIBIT "A"

This exhibit is attached to and made a part of that certain Oil and Gas Lease dated July 1, 1985 by and between Donna J. Smith, formerly Donna J. Krause, a married woman dealing in her sole and separate property, as Lessor, and Kenneth K. Farmer, as Lessee, for the purpose of describing the following lands:

Township 37 North, Range 110 West, 6th p.m.
Section 13: All that part of the following described tract situated within the W½SE¼ and SE¼SE¼ of said Section 13:

A tract of land beginning at Corner No. 1 which is a point on the West right fence, 619.3 ft. South and 608.3 ft. West from the East 1/4 corner of Section 13; thence along right of way fence S 17°51' W., 742 ft. to point No. 2; thence S 15°40' W., 628 ft. to point No. 3 and on South side of private approach; thence West 880 ft. to Corner No. 4; thence North, 1311 ft. to point No. 5; thence East 1277 ft. to Corner No. 1 and the point of beginning.

AND

All that part of the following described tract situated within the SE¼SE¼ of said Section 13:

A tract of land beginning at a point on the East line of Section 13, said point being located Northerly a distance of 900 feet from the Southeast corner of Section 13; thence from said point of beginning, Westerly perpendicular to the East line of Section 13, approximately 950 feet to a point on the centerline of the Green River Lakes Road; thence Northeasterly along the centerline of said road to a point on the East line of Section 13; thence Southerly along the East line of Section 13 to the point of beginning.

This lease also covers and includes all land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described in this exhibit.

Notwithstanding anything to the contrary, it is mutually understood and agreed that the herein described lands shall be deemed to contain 34.00 acres, whether more or less, for the purposes of this lease.

X Donna J. Smith X .....

Donna J. Smith

[redacted] [redacted] [redacted] 19

ASSIGNMENT OF OIL AND GAS LEASES

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 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. 20.00% of 100%
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531

James M. Brown 2.1240? of 100%
P. O. Box 987
Hayden Lake, ID 83835

Kenneth K. Farmer 2.507% of 100%
P. O. Box 3402
Casper, Wyoming 82602

Lowell J. Spicer 2.49753 of 100%
P. O. Box 338
Neosho, MI 64850

William C. Amor, Jr. 1.503 of 100%
111 West Second, Suite 214
Casper, Wyoming 82601

Rex L. Randolph 2.49753 of 100%
P. O. Box 571
Casper, Wyoming 82602

Gordon Saathoff 10.00% of 100%
P. O. Box 1355
Evansville, WY 82636

Rejane M. Burton 2.124% of 100%
P. O. Box 2934
Casper, Wyoming 82602

Homme Family Trust 0.75% of 100%
Orin R. Homme, Trustee
P. O. Box 654
Rancho Mirage, CA 92270

Bill D. Farleigh 5.0% of 100%
P. O. Box 3215
Casper, Wyoming 82602

Paul J. Meyer 1.0% of 100%
P. O. Box 7411
Waco, Texas 76710

209233

RECORDED October 30 1985 8:00 AM
IN BOOK 75 Oil & Gas PAGE 575
FEES $19.25 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

hereinafter referred to as "ASSIGNEES", all of ASSIGNOR'S right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming.

In the event ASSIGNEES desire to surrender said leases as to all or any part of the acreage covered thereby, said ASSIGNEES agree to notify ASSIGNOR by certified or registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and ASSIGNOR hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases 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. 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.

The assignment of leasehold interests made herein to ASSIGNEES is made specifically subject to all of the terms and provisions of the original oil and gas leases, and/or to any other known instruments which are applicable to said leases.

And for the same consideration, ASSIGNOR covenants with ASSIGNEES, their successors or assigns: That the ASSIGNOR is the lawful owner of and has good title to the interests in the said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; and that said leases are valid and subsisting leases on the lands above referred to. Notwithstanding, however, ASSIGNOR makes no warranty of title as to the interests assigned, either express or implied.

IN WITNESS WHEREOF, this Instrument is executed this 18th day of September, 1985.

Kenneth K. Farmer

Kenneth K. Farmer

State of Wyoming)
)
County of Natrona)

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

Witness my hand and official seal.

Deborah Lynn Jay
Notary Public

My Commission Expires:

Deborah Lynn Jay - Notary Public
County of Natrona
State of Wyoming
My Commission Expires June 18, 1988

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, N½SE¼, SW¼ Section 6: SE¼NE¼, E½SE¼ Section 18: Lot 3 (31.37), 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

577

...ber Press 134 N. Center Casper, Wyo.

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

578

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-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	72 O & G	401

679

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

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

Kenneth K. Farmer 2.5075% of 100%
P. O. Box 3402
Casper, Wyoming 82602

James M. Brown 2.1243% of 100%
P. O. Box 987
Hayden Lake, ID 83835

HPC, Inc. 20.00% of 100%
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531

Lowell J. Spicer 2.4975% of 100%
P. O. Box 338
Neosho, MI 64850

William C. Annor, Jr. 1.50% of 100%
111 West Second, Suite 214
Casper, Wyoming 82601

Rex L. Randolph 2.4975% of 100%
P. O. Box 571
Casper, Wyoming 82602

Gordon Saathoff 10.00% of 100%
P. O. Box 1355
Evansville, WY 82636

Rejane M. Burton 2.124% of 100%
P. O. Box 2934
Casper, Wyoming 82602

Homme Family Trust 0.75% of 100%
Orin R. Homme, Trustee
P. O. Box 654
Rancho Mirage, CA 92270

Bill D. Farleigh 5.0% of 100%
P. O. Box 3215
Casper, Wyoming 82602

Paul J. Meyer 1.0% of 100%
P. O. Box 7411
Waco, Texas 76710

hereinafter referred to as "ASSIGNEES", all of ASSIGNOR'S right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming.

In the event ASSIGNEES desire to surrender said leases as to all or any part of the acreage covered thereby, said ASSIGNEES agree to notify ASSIGNOR by certified or registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and ASSIGNOR hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases 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. 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.

RECORDED October 30 1985 8:00 AM
IN BOOK 75 Oil & Gas OF 580
FEE $10.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

209284

The assignment of leasehold interests made herein to ASSIGNEES is made specifically subject to all of the terms and provisions of the original oil and gas leases, and/or to any other known instruments which are applicable to said leases.

And for the same consideration, ASSIGNOR covenants with ASSIGNEES, their successors or assigns: That the ASSIGNOR is the lawful owner of and has good title to the interests in the said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; and that said leases are valid and subsisting leases on the lands above referred to. Notwithstanding, however, ASSIGNOR makes no warranty of title as to the interests assigned, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 18th day of September, 1985.

Kent Snider

State of Wyoming)
)
County of Natrona)

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

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 18, 1988

Form 165 134 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 R. Palmer	Kent Snider	4-16-84	Township 37 North, Range 110 West, 6th P.M. Section 21: S½SE¼ 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

582

ASSIGNMENT OF OIL AND GAS LEASES

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 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. 70.00% of 100%
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531

Kenneth K. Farmer 2.5077
P. O. Box 3402
Casper, Wyoming 82602

James M. Brown 2.1243% of 100%
P. O. Box 987
Hayden Lake, ID 83835

Lowell J. Spicer 2.4975% of 100%
P. O. Box 338
Neosho, MI 64850

William C. Armor, Jr. 1.50% of 100%
111 West Second, Suite 214
Casper, Wyoming 82601

Gordon Saathoff 10.00% of 100%
P. O. Box 1355
Evansville, Wyoming 82636

Rejane M. Burton 2.1240% of 100%
P. O. Box 2934
Casper, Wyoming 82602

Homme Family Trust 0.75% of 100%
Orin R. Homme, Trustee
P. O. Box 654
Rancho Mirage, CA 92270

Rex L. Randolph 2.4975% of 100%
P. O. Box 571
Casper, Wyoming 82602

Bill D. Farleigh 5.0% of 100%
P. O. Box 3215
Casper, Wyoming 82602

Paul J. Meyer 1.0% of 100%
P. O. Box 7411
Waco, Texas 76710

hereinafter referred to as "ASSIGNEES", all of ASSIGNOR'S right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming.

In the event ASSIGNEES desire to surrender said leases as to all or any part of the acreage covered thereby, said ASSIGNEES agree to notify ASSIGNOR by certified or registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and ASSIGNOR hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases 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. 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.

209285

RECORDED October 30 1985 8:24 AM
IN BOOK 75 Oil & Gas PAGE 583
FEES 13.25 Lauri J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

The assignment of leasehold interests made herein to ASSIGNEES is made specifically subject to all of the terms and provisions of the original oil and gas leases, and/or to any other known instruments which are applicable to said leases.

And for the same consideration, ASSIGNOR covenants with ASSIGNEES, their successors or assigns: That the ASSIGNOR is the lawful owner of and has good title to the interests in the said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; and that said leases are valid and subsisting leases on the lands above referred to. Notwithstanding, however, ASSIGNOR makes no warranty of title as to the interests assigned, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 18th day of September, 1985.

Kenneth K. Farmer

State of Wyoming)
)
County of Natrona)

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

Witness my hand and official seal.

Deborah Lynn Day
Notary Public

My Commission Expires:

Deborah Lynn Day - Notary Public
County of Natrona
My Commission Expires June 18, 1988

LEASE SCHEDULE

Cooper Press 134 N. Center Casper, Wyo.

Form 165 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-4A	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.	Kenneth K. Farmer	8-30-84	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 Containing 786.00 acres, more or less	73	55
NFL-4B	Pine Tree Industries, Inc., a Wyoming Corporation	Kenneth K. Farmer	10-19-84	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. Containing 16.00 acres, more or less	73	189
NFL-4C	Kenneth Painovich and Mary Ellen Painovich, husband and wife	Kenneth K. Farmer	10-23-84	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. Containing 8.00 acres, more or less	73	222
NFL-7B	Grace E. Sulenta, a married woman dealing in her sole and separate property	Kenneth K. Farmer	8-30-85	Township 37 North, Range 110 West, 6th P.M. Section 21: S½NE¼, E½NW¼, SW¼NW¼, NE¼SE¼ Section 22: SW¼NE¼, NW¼SW¼ Containing 320.00 acres, more or less	73	57

583

Cheyenne 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-17	Abner L. Hecox and Emma Lee Hecox, husband and wife	Kenneth K. Farmer	8-29-84	Township 37 North, Range 110 West, 6th P.M. Section 13: N½SW¼, SE¼SE¼ Containing 120.00 acres, more or less	73	59
NFL-18	Joseph R. Hicks, Harold Reach and John M. Sulenta, a married man dealing in their sole and separate property	Kenneth K. Farmer	8-30-84	Township 37 North, Range 110 West, 6th P.M. Section 12: S½SW¼ Section 13: W½NE¼, NW¼ Section 14: N½NE¼, N½SE¼NE¼, SE¼SE¼NE¼, NE¼NW¼ Containing 470.00 acres, more or less	73	53
NFL-22	Abner L. Hecox and Emma Lee Hecox, Individually and as Husband and Wife	Kenneth K. Farmer	10-25-84	Township 37 North, Range 110 West, 6th P.M Section 13: NW¼SE¼, S½SE¼ Containing 120.00 acres, more or less	73	216
NFL-23	Dale Jensen and Myrtle Jensen Individually and as husband and wife, Kevin Jensen and Holly Jensen, individually and as husband and wife	Kenneth K. Farmer	11-1-84	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 Containing 155.00 acres, more or less	73	366

5816

ASSIGNMENT OF OIL AND GAS LEASES

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 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. 20.00% of 100%
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531

James M. Brown 2.1240% of 100%
P. O. Box 987
Hayden Lake, ID 83835

Kent Snider 7.9155% of 100%
P. O. Box 1148
Casper, Wyoming 82602

Kenneth K. Farmer 4.5915%
P. O. Box 3402
Casper, Wyoming 82602

Lowell J. Spicer 2.4975% of 100%
P. O. Box 338
Neosho, MT 64850

William C. Armor, Jr. 1.50% of 100%
111 West Second, Suite 214
Casper, Wyoming 82601

Rex L. Randolph 2.4975% of 100%
P. O. Box 571
Casper, Wyoming 82602

Rejane M. Burton 2.1240% of 100%
P. O. Box 2934
Casper, Wyoming 82602

Homme Family Trust 0.75% of 100%
Orin R. Homme, Trustee
P. O. Box 654
Rancho Mirage, CA 92270

Bill D. Farleigh 5.00% of 100%
P. O. Box 3215
Casper, Wyoming 82602

Paul J. Meyer 1.0% of 100%
P. O. Box 7411
Waco, Texas 76710

hereinafter referred to as "ASSIGNEES", all of ASSIGNOR'S right, title and interest in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming.

In the event ASSIGNEES desire to surrender said leases as to all or any part of the acreage covered thereby, said ASSIGNEES agree to notify ASSIGNOR by certified or registered mail at least sixty (60) days in advance of the anniversary date specified in said lease, and ASSIGNOR hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases 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. 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.

RECORDED October 30 1985 8:04 AM
IN BOOK 75 Misc PAGE 587
FEES $10.00 Lacy J Yde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

209296

587

The assignment of leasehold interests made herein to ASSIGNEES is made specifically subject to all of the terms and provisions of the original oil and gas leases, and/or to any other known instruments which are applicable to said leases.

And for the same consideration, ASSIGNOR covenants with ASSIGNEES, their successors or assigns: That the ASSIGNOR is the lawful owner of and has good title to the interests in the said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; and that said leases are valid and subsisting leases on the lands above referred to. Notwithstanding, however, ASSIGNOR makes no warranty of title as to the interests assigned, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 18th day of September, 1985.

Kenneth K. Farmer

State of Wyoming)
)
County of Natrona)

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

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 18, 1988

...ber 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
NEL-10	William B. Sargent and Dorothy C. Sargent, husband and wife	Kenneth K. Farmer	12-16-81	Township 37 North, Rnage 111 West, 6th P.M. Section 23: SW¼NE¼, SE¼SW¼, N½SE¼, SW¼SE¼ Section 26: NE¼NW¼ Containing 240.00 acres, more or less	64	53

584

ASSIGNMENT OF OIL AND GAS LEASE AND RATIFICATION OF ASSIGNMENT

For valuable consideration, the receipt and complete sufficiency of which are hereby acknowledged and confessed, MTS LIMITED PARTNERSHIP ("Assignor"), whose address is P. O. Box 2009, Amarillo, Texas 79189-2009, does hereby grant, bargain, sell, transfer, assign and convey unto the parties listed below ("Assignees"), in the proportions set forth opposite their respective names, all right, title, and interest in and to the oil and gas leases ("leases") described in the Exhibit "A" attached hereto and hereby incorporated herein by reference, or such undivided interest therein as is reflected in said Exhibit "A", INSOFAR AS, but only insofar as, said leases covers and affects the lands described in said Exhibit "A," to wit:

Assignees	Proportion
Mesa Petroleum Co. P. O. Box 2009 Amarillo, Texas 79189-2009	75%
Texaco Inc. P. O. Box 52332 Houston, Texas 77052	25%
Sequoia Associates Limited P. O. Box 2116 Houston, Texas 77252-2166	0%

together with a like interest in and to all personal property, equipment and machinery located on said leases and used or obtained in connection therewith.

TO HAVE AND TO HOLD said leases, personal property, equipment and machinery unto the Assignees, their respective successors and assigns, in the proportions indicated above, forever.

And for the same consideration, Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the leasehold and other interests assigned hereby unto Assignees, their respective successors and assigns, against every party whomsoever claiming or to claim same, or any part thereof, by, through, from or under Assignor, but not otherwise; provided, however, this assignment is executed and accepted subject to the terms and provisions of the leases and any operating agreements, pooling

209261

RECORDED November 4 1985 8:00 AM
IN BOOK 75 Oil PAGE 590
FEES $15.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

agreements, farmout agreements, or other documents covering said leases in whole or in part heretofore executed and delivered by Assignor to third parties pursuant to applicable law and the limited partnership agreement between Assignees.

For a valuable consideration, the receipt and complete sufficiency of which are hereby acknowledged and confessed, Mesa Petroleum Co. ("Mesa") does hereby adopt, ratify and confirm the foregoing assignment and does hereby grant, bargain, sell, transfer, assign and convey, unto Texaco Inc. and Sequoia Associates Limited, their respective successors and assigns, the identical leasehold and other interests assigned to them above by Assignor, in accordance with all of the terms and provisions of the foregoing assignment, and does further represent and warrant unto Texaco Inc. and Sequoia Associates Limited, their respective successors and assigns, that the interests assigned to them above are free and clear of any mortgages and/or security interests created or permitted to be created by Mesa (i) as general partner in the MTS LIMITED PARTNERSHIP or (ii) otherwise, save and except as indicated in the preceding paragraph.

This instrument shall be binding upon Assignor, Assignees, and Mesa, and their respective successors and assigns.

EXECUTED this 31st day of October, 1985, effective as of September 1, 1985.

ATTEST:

Assistant Secretary

MTS LIMITED PARTNERSHIP
By: Mesa Petroleum Co.
General Partner

By: _____
Vice President

ATTEST:

Assistant Secretary

MESA PETROLEUM CO.

By: _____
Vice President

THE STATE OF TEXAS

COUNTY OF POTTER

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by Paul W. Cain, Vice President of Mesa Petroleum Co., General Partner of MTS LIMITED PARTNERSHIP, on behalf of the partnership.

Notary Public
State of Texas

My Commission expires: Dec. 12, 1988

THE STATE OF TEXAS

COUNTY OF POTTER

The foregoing instrument was acknowledged before me this 31st day of October, 1985, by Paul W. Cain, Vice President of Mesa Petroleum Co., a Delaware corporation, on behalf of said corporation.

Notary Public
State of Texas

My Commission expires: Dec. 12, 1988

PROSPECT: RILEY RIDGE

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979, EXECUTED BY USA W-66842, AS LESSOR, IN FAVOR OF MARY NAN SPEAR, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58, PAGE NUMBER 260. (MESA LEASE NO. 01-04-WY-0213-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY, WYOMING:

   T27N-R115W, 6TH P.M.
   SEC. 1: LOTS 5, 6, 9, SW/4 NE/4

   ROY %: 12.5 ORR %: 5.00

2. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1981, EXECUTED BY USA W-72878, AS LESSOR, IN FAVOR OF O. WOODWARD EKLUND, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 63, PAGE NUMBER 136. (MESA LEASE NO. 01-04-WY-0213-0012-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY, WYOMING:

   T30N-R115W
   SEC. 16: ALL
   SEC. 20: ALL
   SEC. 21: ALL
   SEC. 29: ALL
   SEC. 33: ALL

   ROY %: 12.5 ORR %: 4.375

3. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1982, EXECUTED BY USA W-74329, AS LESSOR, IN FAVOR OF JOHN W. PAYSON, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 69, PAGE NUMBER 363. (MESA LEASE NO. 01-04-WY-0213-0015-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY, WYOMING:

   T29N-R115W, 6TH P.M.
   SEC. 32: LOTS 3, 4, NE/4, N/2 SE/4

   ROY %: 12.5 ORR %: 6.25

4. OIL, GAS, AND MINERAL LEASE DATED JANUARY 01, 1980, EXECUTED BY USA W-69884, AS LESSOR, IN FAVOR OF ART DANA, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING IN BOOK 64, PAGE NUMBER 659. (MESA LEASE NO. 01-04-WY-0213-0027-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY, WYOMING:

   T28N-R115W, 6TH P.M.
   SEC. 6: LOTS 8,9,12,13, E/2 SW/4
   SEC. 7: LOTS 5,6,7,8, E/2, E/2 W/2
   T28N-R116W, 6TH P.M.
   SEC. 1: LOTS 5,6, S/2 NE/4, SE/4

   ROY %: 12.5 ORR %: .000

5. OIL, GAS, AND MINERAL LEASE DATED MAY 01, 1982, EXECUTED BY USA W-75907, AS LESSOR, IN FAVOR OF ALBERT C. SULLIVAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF LINCOLN COUNTY, WYOMING IN BOOK _____, PAGE NUMBER _____, AND IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK _____, PAGE NUMBER _____. (MESA LEASE NO. 01-04-WY-0213-0028-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN LINCOLN AND SUBLETTE COUNTIES, WYOMING:

   T29N-R115W, 6TH P.M.
   SEC. 19: LOTS 1,2,3,4, E/2, E/2 W/2
   SEC. 20: W/2
   SEC. 29: W/2
   SEC. 30: LOTS 1,2,3,4, E/2, E/2 W/2
   T29N-R116W, 6TH P.M.
   SEC. 24: ALL

   ROY %: 12.5 ORR %: 5.00

EXHIBIT "A"

6. OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1982, EXECUTED BY USA W-79179, AS LESSOR, IN FAVOR OF J. THOMAS LEWIS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK _____, PAGE NUMBER _____. (MESA LEASE NO. 01-04-WY-0213-0031-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY, WYOMING:

T30N-R115W, 6TH P.M.
SEC. 5: LOTS 1,2,3,4, S/2 N/2, S/2
SEC. 8: LOTS 1,2,3,4, E/2. N/2 NW/4, SE/4 SW/4
SEC. 9: W/2

ROY %: 12.5 ORR %: .000

1775-004

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-33110

Lease effective date
December 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Celeron Oil and Gas Company

Address *(include zip code)* 7800 E. Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 33 North, Range 114 West, 6th P.M.
Section 30: NE¼NE¼, S½NE¼, E½SW¼, SE¼
Sublette County, Wyoming
Containing 360.00 acres, more or less

This Assignment is made subject to the terms and provisions of that certain Farmout Agreement dated September 15, 1984, as amended, by and between Belco 1972 Oil & Gas Fund, Ltd. and Belco Petroleum North America, Inc., as Farmor, and Natural Gas Corporation of California, as Farmee.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

209263

RECORDED November 4 1985 8:00 AM
IN BOOK 75 Misc PAGE 595
FEES $4.00 Lavon 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	75.00%
4. Specify interest or percent of record title interest being retained by assignor, if any	25.00%
5. Specify overriding royalty being reserved by assignor (Proportionately reduced)	7.50%
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.

This Assignment is made without warranty of title, either express or implied.

I CERTIFY That the 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 May, 1985., Effective March 29, 1985

BELCO PETROLEUM NORTH AMERICA, INC.

By: 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)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 23 1985
(Date) FOR ASSIGNEE

595

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord-

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 14th day of May , 19 85 .

CELERON Oil and Gas Company

William H. Galac

(Assignee's Signature)

William H. Galac, Attorney-in-Fact

7800 E. Union Parkway, Tower II, Suite 500

(Assignee's Address)

Denver Colorado 80237

(City) (State) (Zip Code)

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

ACKNOWLEDGMENT

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by J. M. Oswald, as Executive Vice President of Belco Petroleum North America, Inc.

This 6th day of May, 19 85.

WITNESS my hand and official seal.

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of May, 1985 by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Gloria West

Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

My commission expires:

March 27, 1989

1775-004

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-33110

Lease effective date
December 1, 1973

PART I

1. Assignee's Name

Celeron Oil and Gas Company

Address *(include zip code)* 7800 E. Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

The undersigned, as owner of 50 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 33 North, Range 114 West, 6th P.M.
Section 30: NE¼NE¼, S½NE¼
Sublette County, Wyoming
Containing 120.00 acres, more or less, from the surface of the earth down to the stratigraphic equivalent of 5,700 feet, being the total depth drilled in the Beamers Bluff Federal #34-30A well located in the SW¼SE¼ of Section 30, Township 33 North, Range 114 West, Sublette County, Wyoming.

209262

RECORDED November 4 1985 8:00 AM
BOOK 75 Oil & G PAGE 597
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shuree

This Assignment is made subject to the terms and provisions of that certain Farmout Agreement dated September 15, 1984, as amended, by and between Belco 1972 Oil & Gas Fund, Ltd. and Belco Petroleum North America, Inc., as Farmor, and Natural Gas Corporation of California, as Farmee.

3. Specify interest or percent of operating rights being conveyed to assignee	37.50%
4. Specify interest or percent of operating rights being retained by assignor	12.50%
5. Specify overriding royalty interest being reserved by assignor (Proportionately reduced)	7.50%
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 interest, or if any such payments are being reserved under this transfer, 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 Assignment is made without warranty of title, either express or implied.
I CERTIFY That the 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 March, 1985.

BELCO PETROLEUM NORTH AMERICA, INC.

By: 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)

Title 18 U.S.C., Section 1001, 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 JUL 1 1985

By: A. L. Tarshis
(Authorized Officer)
ANDREW L. TARSHIS

Chief, Oil & Gas Section
(Title)

OCT 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.*

597

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 18th day of April, 19 85

CELERON OIL AND GAS COMPANY

William H. Galac
(Assignee's Signature)

William H. Galac, Attorney-in-Fact

7800 E. Union Parkway, Tower II, Suite 500
(Assignee's Address)

Denver Colorado 80237
(City) (State) (Zip Code)

EVIDENCE OF AUTHORITY FOR ATTORNEY IN FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by J. M. Oswald, as Executive Vice President of Belco Petroleum North America, Inc.

This 29th day of March, 19 85.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES:
JUDITH A. BELL
Notary Public, State of Texas
My Commission Expires May 2, 1988
Bonded by ..ovett Agency, Lawyers Surety Corp

Judith A Bell
Notary Public

The foregoing instrument was acknowledged before me this 18th day of April, 1985 by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

My commission expires:
March 27, 1989

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-33110

Lease effective date
12/1/73

PART I

1. Assignee's Name

Celeron Oil and Gas Company

Address *(include zip code)*
7800 East Union Parkway
Tower II, Suite 500, Denver, CO 80237

The undersigned, as owner of 62.5% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 33 North, Range 114 West
Section 30: S/2NE/4, NE/4NE/4
Containing 120 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said rights pertain from the surface of the Earth to the stratigraphic equivalent of 5,700' as drilled in the Celeron Federal 34-30A located in the SW/4SE/4 Section 30, Township 33 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

Subject to that certain agreement dated June 6, 1984 by and between Natural Gas Corporation of California, Pacific Transmission Supply Company, and Celeron Oil and Gas Company.

209264

November 4 1985 8:00 AM
75 Oil & Gas PAGE 599
FEES $6.00 Doris J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	37.50%
4. Specify interest or percent of operating rights being retained by assignor	25.00%
5. Specify overriding royalty interest being reserved by assignor	None
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 interest, or if any such payments are being reserved under this transfer, 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 May , 19 85 .
Natural Gas Corporation of California

Shirley P. Reeder
(Assignor's Signature)
Shirley P. Reeder (Attorney-in-Fact)

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, CA 94111
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1985

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil &
Gas Section
(Title)

OCT 23 1985
(Date)

599

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.*

600

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 5th day of June , 19 85 .

William H Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

7800 E. Union Parkway, Tower II, Suite 500
(Assignee's Address)

Denver, Colorado 80237
(City) (State) (Zip Code)

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of June , 19 85 by William H. Galac as Attorney-in-Fact of CELERON OIL AND GAS COMPANY, a Louisiana corporation on behalf of said corporation.

Witness my hand and official seal.

Gloria West
Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

GLORIA WEST NOTARY PUBLIC STATE OF COLORADO

My commission expires:
March 27, 1989

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 31st day of May , 1985 before me, Beverly J. Crawford , a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Shirley P. Reeder , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of NATURAL GAS CORPORATION OF CALIFORNIA, and acknowledged to me that he/she subscribed the name of said corporation thereto as principal, and his/her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
BEVERLY J. CRAWFORD
NOTARY PUBLIC — CALIFORNIA
[redacted] San Francisco County
[redacted] Commission Expires July 29, 1986

[redacted] Beverly J. Crawford [redacted]

orm 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-85925

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

. Describe the lands affected by this assignment

Sublette County, Wyoming
Township 35 North, Range 115 West 6PM
Section 2: SW¼

Containing 160 acres mol

Subject to re-assignment clause
Western American Exploration Co.

Assignment approved as to lands described below

209272

RECORDED November 4 19 85 2:30 P M
IN BOOK 75 Oil & Gas PAGE 601
FEES $ 6.00 Lou De Wake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

601 (Title) (Date)

650449

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.

602

Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Dept

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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 19 85

Claud Hailey
(Assignee's Signature)

Its Attorney in Fact

P. O. Box 800
(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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Weely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BE IT REMEMBERED, That the undersigned, a Notary Public, in and for said County and State, on this ... day of ..., 19..., personally appeared Hanes M. Dawson

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.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85926

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

AMOCO PRODUCTION COMPANY

Address (include zip code) 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Sublette County, Wyoming
Township 35 North, Range 115 West
Section 3: Lots 1,2,3,4,S½N½, S½

containing 638.00 acres mol

Assignment approved as to lands described below

209273

RECORDED November 4 1985 2:20 P M
IN BOOK 75 Q & G PAGE 603
FEES $6.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Subject to re-assignment clause
Patricia C. Alker

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

621 17th Street - Suite 800
(Assignor's Address)

Hanes M. Dawson

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

603 (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 17th day of October, 1985

AMOCO PRODUCTION COMPANY

(Assignee's Signature)

Its Attorney-in Fact

P. O. Box 800
(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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
January 18, 1989

Notary Public

Amoco Building
Box 800
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

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

On this 14th day of October, 1985, personally appeared Hanes M. Dawson

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 Commission expires Dec. 19, 1988

Notary Public.

orm 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-85927

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

he undersigned, as owner of 100 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

Sublette County, Wyoming
Township 35 North, Range 115 West
Section 10: SW¼SW¼
Section 15: SW¼SW¼

Containing 80 acres mol

Subject to Re-assignment clause
Wally J. Picou

Assignment approved as to lands described below

209274

RECORDED November 4 1985 2:30 P M
IN BOOK 75 O & G PAGE 605
FEES $6.00 Lou Ann Yeik COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLucas

. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
. Specify interest or percent of record title interest being retained by assignor, if any	None
. Specify overriding royalty being reserved by assignor	None
. Specify overriding royalty previously reserved or conveyed, if any	5%

. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 14th day of October, 1985

Hanes M Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(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)

605 (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.

653617

606

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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in Fact

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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:

January 8, 1989

Gail M. Jefferson
Notary Public

Amoco Building
Box 800
Denver, CO 80201

PRINCIPAL PURPOSE – The information ... process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BE IT REMEMBERED, that the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 1985, personally appeared Hanes M. Dawson 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 Dec. 14, 1988

Notary Public.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85928

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Sublette County, Wyoming Township 35 North, Range 115 West Section 11: N½ Containing 320.00 acres Subject to re-assignment clause Maurice W. Brown	209275 RECORDED November 14 1985 2:20 PM IN BOOK 75 O&G PAGE 607 FEES $6.00 Laura 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	6¼% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

607 (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.

655231

608

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.

A [illegible] COMPANY

Executed this 17th day of October, 1985

Claud Neely

(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800

(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

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail W. Jefferson
Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BE IT REMEMBERED, the undersigned, a Notary Public, in and for said County and State, on this 17 day of October, 1985, personally appeared Hanes M. Dawson

and [illegible], 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 My Commission expires Dec. 11, 1988

Notary Public.

Bureau of Land Management collects this information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No. W-85936

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

AMOCO PRODUCTION COMPANY

Address *(include zip code)*

1670 Broadway
Denver, Colorado 80202

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

Township 36 North, Range 115 West

Section 15: All
Section 22: E½, NW¼, E½SW¼, NW¼SW¼

Containing 1240 acres mol

Assignment approved as to lands described below

209276

RECORDED November 4 1985 2:30 P.M.
IN BOOK 75 Oil & Gas PAGE 609
FEES $ 4.00 Lou D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

609

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.

653620

610

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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 19 85

Claud J. Neely

(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in Fact

Denver, Colorado 802(
(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 19 85.

WITNESS my hand and official seal.

My commission expires:

January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

STATE OF COLORADO
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 17th day of October, 19 85, personally appeared Hanes M. Dawson

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 My Commission Expires Dec. 11, 1988

Notary Public.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106–3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-85929

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address (include zip code): 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of _____ percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment 100%

Sublette County, Wyoming

Township 35 North, Range 115 West

Section 11: SW¼
Section 14: W½
Section 22: NE¼

Containing 640.00 acres mol

Assignment approved as to lands described below

209277

RECORDED November 4 1985 2:30 PM
IN BOOK 75 O&G PAGE 611
FEES $6.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

621 17th Street - Suite 800
(Assignor's Address)

Hanes M. Dawson

Denver, Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

611 (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.

653630

612

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 17th day of October, 1985

AMOCO PRODUCTION COMPANY

(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800

(Assignee's Address)

Denver, Colorado 80201

(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:

January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

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.

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

Be it remembered, that on this ..... day of ..... 19 85, personally appeared Hanes M. Dawson

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.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No. W-89530

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 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

Township 35 North, Range 115 West
Section 11: SE¼
" 13: All
" 14: E½
" 23: E½
" 24: All

Containing 2080 acres

Assignment approved as to lands described below

209278

RECORDED November 4 1985 2:30 PM
IN BOOK 95 O & G PAGE 613
FEES $6.00 Lou Jo Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)
Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

613 (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.

653631

614

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 17th day of October, 19 85

AMOCO PRODUCTION COMPANY

Claud Neely

(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800

(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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 19 85.

Witness my hand and official seal.

Notary Public

My commission expires:

January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

COLORADO
DENVER
Alton Dawson
P. O. Box 800
Denver, Colorado 80201
Amoco Production Co.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF COLORADO } ss.
CITY AND COUNTY OF DENVER }

BE IT REMEMBERED, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 1985, personally appeared Hanes M. Dawson

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.

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-85931

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address (include zip code): 1670 Broadway
Denver, Colorado 80202

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
Township 35 North, Range 115 West
Section 12: S½

Containing 320.00 acres mol

Assignment approved as to lands described below

209279

RECORDED November 4 19 85 2:30 P M
IN BOOK 95 Misc PAGE 615
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - # 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

615
(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.

653618

616

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 abandonment all wells for proper abandonment, to restore the leased lands upon 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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

Witness my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:
January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to

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 17th day of October, 1985, personally appeared Hanes M. Dawson

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.

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 3165.

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-85932

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
AMOCO PRODUCTION COMPANY

Address *(include zip code)*
1670 Broadway
Denver, Colorado 80202

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
Township 35 North, Range 115 West
Section 22: W½, SE¼

containing 480 acres mol

Subject to re-assignment clause
Rumar Corporation

Assignment approved as to lands described below

209280

RECORDED November 4 1985 2:30 P M
IN BOOK 25 D&E PAGE 617
FEES $6.00 Lenny 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	5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

617 (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.

653632

618

Attn: Land Date
Denver, Colorado 80201
P. O. Box 800

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 17th day of October, 1985

AMOCO PRODUCTION COMPANY

Claud Neely
(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800
(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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
January 8, 1989

Gail M. Jefferson
Notary Public

Amoco Building
Box 800
Denver, CO 80201

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

STATE OF COLORADO
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BE IT REMEMBERED, that before ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of October, 1985, personally appeared Hanes M. Dawson

and _____, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Dec. 11, 1988

Notary Public.

Form 3106 – 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB NO. 1004--0034
Expires: August 31, 1985

Lease Serial No. W-85933

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

The undersigned, as owner of 10 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
Township 35 North, Range 115 West
Section 23: W½

Containing 320.00 acres mol

Subject to re-assignment clause - Haas

Assignment approved as to lands described below

209281

RECORDED November 4 1985 2:30 PM
IN BOOK 75 Oil & Gas PAGE 619
FEES $6.00 Laura J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

619 (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.

655453

620

Attn: Land Dept.
Denver, Colorado
P. O. Box 800

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE QUALIFIES 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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

Its Attorney-in Fact

P. O. Box 800
(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

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

Gail M. Jefferson
Notary Public

My commission expires:
January 8, 1989

Amoco Building
Box 800
Denver, CO 80201

provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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 17th day of October, 1985, personally appeared Hanes M. Dawson

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 4-22-89

Notary Public.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106.1(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-85934

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Amoco Production Company

Address (include zip code): P.O. Box 800
Denver, Colorado 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

Sublette County, Wyoming
Township 35 North, Range 115 West, 6th PM
Section 27: E½, NW¼, E½SW¼, NW¼SW¼
containing 600 acres

Assignment approved as to lands described below

209282

RECORDED November 4 1985 2:30 PM
IN BOOK 75 Or. G PAGE 621
FEES $6.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Subject to production payment reserved by Chadwick Partnership.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. See the attached

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver, Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

621 _____ (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.*

653619---

622

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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

Its Attorney-in-Fact

P. O. Box 800
(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.

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:

January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

PRINCIPAL PURPOSE – the information is to be used to process the assignment and request for approval.

ROUTINE USES:

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

COLORADO ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14th day of October, 1985,

Hanes M. Dawson

WITNESS my hand and official seal.
My commission expiries:

My Commission Expires

Notary Public.

P. O.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-85935

Lease effective date March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: AMOCO PRODUCTION COMPANY

Address *(include zip code)*: 1670 Broadway
Denver, Colorado 80202

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
Township 35 North, Range 115 West
Section 36: All

Containing 640.00 acres mol

Subject to Re-assignment clause
E.A. Puckett

Assignment approved as to lands described below

209283

RECORDED November 4 1985 2:30 P M
IN BOOK 75 Orig PAGE 623
FEES $6.00 Laura Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of October, 1985

Hanes M. Dawson
(Assignor's Signature)

Hanes M. Dawson

621 17th Street - Suite 800
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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)

623

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.

653633

624

Amoco Production Co
P. O. Box 800

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.

AMOCO PRODUCTION COMPANY

Executed this 17th day of October, 1985

Claud Neely
(Assignee's Signature)

P. O. Box 800
(Assignee's Address)

Its Attorney-in-Fact

Denver, Colorado 80201
(City) (State) (Zip Code)

WYOMING

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Claud Neely, as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 17th day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
January 8, 1989

Notary Public

Amoco Building
Box 800
Denver, CO 80201

NOTICE

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 ..... day of ....., 19..., personally appeared Hanes M. Dawson

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.

NOTICE — 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.

PRODUCERS 88-CS [redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of May 19 85
by and between Priscilla Kysar, aka Priscilla Miller, aka Priscilla M. Bower and
Robert E. Kysar, Individually and as wife and husband
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

Earleigh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of **Ten and More** DOLLARS
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

209391

RECORDED November 12 1985 2:00 PM
IN BOOK 225 Misc PAGE 625
FEES $10.00 Dora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and containing 200.00 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 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 15th day of May, 1986, 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 ~~XXXXXXXXXXXXXXXXXXXX~~ at Big Piney, Wyoming 83113 ~~XXXX~~ PK ~~XXXX~~ 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 ***TWO HUNDRED 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 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 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 interest 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 certified 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 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 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 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, re-entry or cause of action 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, 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

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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.

Soc. Sec. No. 520-42-2837

520 26 7436

Priscilla Kysar

Robert E. Kysar

Robert E. Kysar

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of May, 1985 personally appeared Priscilla Kysar, aka Priscilla Miller, aka Priscilla M. Bower and Robert E. Kysar, individually and as husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires [illegible]

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ..... 19 ..... personally appeared ..... and ..... to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ..... 19 ..... personally appeared ..... and ..... to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

STATE OF .....
COUNTY OF ..... } SS.

On this ..... day of ..... 19 ....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

President of ....., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said .....

..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal the day and year last above written.

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM _____ TO _____

_____ _____

Dated _____ 19 ... Section _____ Township _____ Range _____

_____ County _____ No. of acres _____ Term _____

STATE OF .....
COUNTY OF ..... } SS.

This instrument was filed for record on the _____ day of _____, 19 ____, at _____ o'clock ____ M. and duly recorded in Book _____ Page _____ of the records of this office.

_____
County Clerk — Register of Deeds

When recorded return to: _____ By _____
Deputy

_____

_____

Form TA 71 (Rev 4 1 49) [redacted] KAN COLO
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 15, 1985, from Priscilla Kysar, aka Priscilla Miller, aka Priscilla M. Bower and Robert E. Kysar, individually and as wife and husband, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book ___, Page ___, of the Records of ___ County, ___, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

_____,

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto the above lessee subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Priscilla Kysar, aka Priscilla Miller, aka Priscilla M. Bower, and Robert E. Kysar, individually and as wife and husband	Big Piney, Wyoming 83113	First Wyoming Bank Big Piney, Wyoming 82113	$100.00

209392

RECORDED November 12 1985 2:00 PM
IN BOOK 75 D&E PAGE 627
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

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 May, 1985.

Priscilla Kysar (Seal)

_____ (Seal)

Robert E. Kysar (Seal)

_____ (Seal)

_____ (Seal)

627

628

STATE OF WYOMING
COUNTY OF SUBLETTE

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of May 1985, personally appeared Priscilla Kysar, aka Priscilla Miller, aka Priscilla M. Bower and Robert E. Kysar, individually and as wife and husband

XXX PRISCILLA KYSAR and ROBERT E. KYSAR

, to me known to be the identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires JANUARY 10, 1987

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

[redacted]

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]

KINTZEL BLUE PRINT CO., CASPER, WYOMING

PRODUCERS 88 CS

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of May, 19 85

by and between Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife

Box 675
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

Eaglelph Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of **Ten and More** DOLLARS

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

State of Wyoming, described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

209393

RECORDED Nov. 12 1985 2:00 PM
IN BOOK 75 Misc. PAGE 629
FEES $5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and containing 200.00 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 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 15th day of May, 19 86, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***TWO HUNDRED 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 certified 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 action 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 modification 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.

629

630

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.

Soc. Sec. No. 520-54-9601

520 68 4671

Robert M. Miller, Jr.
Robert M. Miller Jr.

Tara L. Miller
Tara L. Miller

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of May, 1985, personally appeared Robert M. Miller Jr. aka Robert Mickelson Miller, Jr. and Tara L. Miller, aka Tara Miller, aka Terra Miller, Individually and as husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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.

Sharon Ronsse — Notary Public

My Commission Expires Feb. 1, 1986

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF
COUNTY OF } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 19 , personally appeared , to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF
COUNTY OF } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of , 19 , personally appeared , to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

STATE OF
COUNTY OF } SS.

On this day of , 19 before me appeared , to me personally known, who, being by me duly sworn, did say that he is 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

Form TA 21 (Rev 4 4 49) OKLA KAN COLO
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease dated May 15, 1985, from Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book , Page , of the Records of County, , is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

In so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto the above lessee subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife	Box 675 Big Piney, Wyoming 83113	State Bank of Big Piney Big Piney, Wyoming 83113	$25.00

209394

RECORDED November 12 1985 2:00 P M
IN BOOK 75 Deeds PAGE 631
FEES $6.00 Geo. D. Tyler COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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 15th day of May, 1985

Robert M. Miller, Jr. (Seal)

Robert M Miller Jr (Seal)

Tara L. Miller (Seal)

Tara L Miller (Seal)

6.32

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 15th day of May, 1985, personally appeared Robert M. Miller, Jr., aka Robert Mickelson Miller, Jr., and Tara L. Miller, aka Tara Miller, aka Terra Miller, individually and as husband and wife

XXX

, 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.

Sharron Pearson — Notary Public
County of Sublette Wyoming
My Commission Expires Feb. 1, 1986

My Commission Expires

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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

PRODUCERS 88-CS

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of May 19 85

by and between Kathleen Ann Miller, aka Kathleen Anne Miller , a single woman
c/o Miller Land & Livestock
Big Piney, WY 83113

Party of the first part, hereinafter called lessor (whether one or more) and

Earlelgh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of **Ten and More** DOLLARS

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

209395

RECORDED, Issued on 12 1985 2:00 PM
IN BOOK 25 Misc PAGE 633
FEES $6.00 Lora J. Timken COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and containing Three (3) 200.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 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 15th day of May, 19 86, 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 at Big Piney, WY 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 ★★★TWO HUNDRED 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.

Obedience 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 now in 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

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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.

520-70-5601
Soc. Sec. No.

Kathleen Ann Miller

STATE OF [illegible] }
COUNTY OF [illegible] } 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 8th day of [illegible] 19 85, personally appeared Kathleen Ann Miller, aka Kathleen Anne Miller and [illegible] NOTARY, 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 [illegible]

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

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

Form TA 21 (Rev 4-4-49) OKLA KAN COLO
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 15, 1985, from Kathleen Ann Miller, aka Kathleen Anne Miller, a single woman, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto the above lessee subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Kathleen Ann Miller, aka Kathleen Anne Miller	Big Piney, WY 83113	First Wyoming Bank Big Piney, WY 83113	$25.00

209396

RECORDED November 12 1985 2:20 P M
IN BOOK 75 Oil & Gas PAGE 635
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, 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 15th day of May, 1985.

Kathleen Anne Miller (Seal)
Kathleen Ann Miller
Social Security No. 520-70-5607 (Seal)

(Seal)

(Seal)

(Seal)

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STATE OF Wyoming
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of August, 1985, personally appeared Kathleen Ann Miller, aka Kathleen Anne Miller

and

, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: January 10, 1987

Kathleen M. Kenny
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

KINTZEL BLUE PRINT CO., CASPER, WYOMING

PRODUCERS 88-CS [redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of May 1985

by and between Matthew Danial Miller, aka Matthew Daniel Miller, a single man
Daniel, Wyoming 83115

Party of the first part, hereinafter called lessor (whether one or more) and

Ealeigh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of **Ten and More** DOLLARS

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

State of Wyoming described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

209397

RECORDED November 12 1985 2:00 P M
IN BOOK 75 Deeds PAGE 637
FEES $6.00 Dora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and containing 200.00 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 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 15th day of May 1986, 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 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 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.

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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.

Matthew Daniel Miller

Soc. Sec. No. 520-70-5440

Matthew Daniel Miller

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of January, 1985, personally appeared Matthew Daniel Miller 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 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 January 16, 1989

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ..... 19 ..... personally appeared ..... and ..... to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ..... 19 ..... personally appeared ..... and ..... to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

STATE OF .....
COUNTY OF ..... } SS.

On this ..... day of ..... 19 ....., before me appeared .....

....., to me personally known, who, being by me duly sworn, did say that he is .....

President of ....., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said .....

..... acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

.....

Notary Public

OIL AND GAS LEASE

FROM .....

TO .....

Dated ..... 19 ..... Section ..... Township ..... Range .....

..... County ..... No. of acres ..... Term .....

STATE OF .....
COUNTY OF ..... } SS.

This instrument was filed for record on the ..... day of ....., 19 ....., at .....

o'clock ..... M. and duly recorded in Book ..... Page ..... of the records of this office.

County Clerk — Register of Deeds

By .....
Deputy

When recorded return to: .....

[redacted]

Form TA 21 (Rev 4-1-49) OKLA KAN - COLO
& Other Rocky Mt. States

KINTZEL BLUE PRINT CO
CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 15, 1985, from Matthew Danial Miller, aka Matthew Daniel Miller, a single man, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

In so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned ____,

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto the above lessee subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Matthew Danial Miller, aka Matthew Daniel Miller	Daniel, Wyoming 83115	First Wyoming Bank Big Piney, WY 83113	$25.00

209398

RECORDED November 12 1985 2:00 P M
IN BOOK 25 Deed PAGE 639
FEES $6.00 [signature] COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

and that payment or tender, of the amount above set forth opporite 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 May, 1985

[signature] (Seal)
Matthew Danial Miller
Social Security No. 520-28-8640 (Seal)
____ (Seal)
____ (Seal)
____ (Seal)

639

640

STATE OF [illegible] } ss.
COUNTY OF [illegible]

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of July, 1985, personally appeared Matthew Danial Miller

and [illegible], 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 January 23, 1987

[illegible]
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.....

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19....

No. Acres

County,

Tm.

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

KINNEAL BLUE PRINT CO., CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of May 19 85

by and between Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, individually and as wife and husband

Daniel, Wyoming 83115

Party of the first part, hereinafter called lessor (whether one or more) and

Fairleigh Oil Properties, a sole proprietorship, P.O. Box 3215 Casper, Wyoming 82602. Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of **Ten and More** DOLLARS

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, gas, or gaseous substances, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

209399

RECORDED November 12, 1985 2:09 PM
IN BOOK 75 PAGE 641
FEES $6.00 Dawn B. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and containing 100.00 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 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 15th day of May, 19 86, 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 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 as, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ****TWO HUNDRED 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.

Soc. Sec. No. 520-70-5624

Patricia M. Roberts

Patricia M. Roberts

Shad Roberts

Shad Roberts

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 1985, personally appeared Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, individually and as wife and husband 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 Jan. 5, 1987

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

Form TA 2[illegible] OKLA KAN COLO

& Othe[redacted]ky Mt. States

[redacted] BLUE PRINT CO CASPER, WYOMING

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 15, 1985, from Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, Individually and as wife and husband, as Lessors, to Farleigh Oil Properties, a sole proprietorship, as Lessee, recorded in Book ____, Page ____, of the ____ Records of ____ County, ____, is owned by Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602

In so far as it covers the following described land in Sublette County, Wyoming, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M.
SECTION 4: W½SW¼
SECTION 5: S½SE¼, NE¼SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto the above lessee subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, Individually and as wife and husband	Daniel, Wyoming 83115	First Wyoming Bank Big Piney, Wyoming 83113	$25.00

209400

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Misc PAGE 643
FEES $6.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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 15th day of May, 19 85

Patricia M Roberts (Seal)
Patricia M. Roberts

(Seal)

Shad Roberts (Seal)
Shad Roberts

(Seal)

(Seal)

643

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 23rd day of October, 1985, personally appeared Patricia M. Roberts, fka Patricia Mildred Miller and Shad Roberts, Individually and as wife and husband

and

, to me known to be the identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 5, 1987

County Clerk
Notary Public.

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.

Notary Public

My Commission Expires:

State of }
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

FROM

No.

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

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0323140

Lease effective date
March 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4

Containing 160.00 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209401

RECORDED November 12 1985 2:00 P.M.
IN BOOK 75 Oil & G. PAGE 645
FEES $12.00 Dora J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 1985 .

EXXON CORPORATION

(Assignor's Signature)
L. [illegible]ick, Vice President

P. O. Box 500
(Assignor's Address)

By [signature]
William T. Orr, Assistant Secretary

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ _____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-In-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 77252
(City) (State) (Zip Code)

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

(Corporation--Attorney in Fact -- Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 23rd day of October 19 85

WITNESS my hand and official seal.

My commission expires:
2-19-89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

[redacted] LEASE SE[redacted] U. W-052940 [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IIMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

607931 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NW/4
Containing 160.00 acres, more or less

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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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–0322611 (Partial)

Lease effective date
April 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Section 22: All
Section 23: W/2

Containing 1000.00 acres, more or less

* See attached Exhibit for description of land and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209402

RECORDED November 12 1985 8:00 AM
IN BOOK 75 Misc. PAGE 650
FEES $ 11.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created hereby, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

EXXON CORPORATION
(Assignee)

By: [signature]
(Assignor's Signature)
Vice President

P. O. Box 500
(Assignor's Address)

By: [signature]
William T. Orr, Assistant Secretary

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.*

[redacted] 602936 [redacted] 1

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston TX 77252
(City) (State) (Zip Code)

STATE OF Colorado } SS.
COUNTY OF Arapahoe }

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPOATION this 23rd day of October, 19 85.

WITNESS my hand and official seal.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

My commission expires:
2-19-89

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

652

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Section 22: All
Section 23: W/2
Containing 1000.00 acres, more or less

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

607936 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being 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

[redacted] E [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formations measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

607936 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being 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. 653

654

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: SW/4SW/4
Containing 40.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Amoco Production Company Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

607936 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being 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

[redacted] EX[redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.15807 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

607936 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.15807%
4. Specify interest or percent of operating rights being 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.

6.55

6.56

LEASE SERIAL NO. W-032201[illegible]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.31614 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 22: All
Section 23: W/2
Containing 960.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.31614%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] 607936 [redacted]21

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0266371 (Partial)

Lease effective date
January 1, 1964

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209403

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Misc PAGE 657
FEES $16.00 Lori D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 24th day of October , 19 85 .

EXXON CORPORATION

R. McCormick, Vice President
(Assignor's Signature)

P.O. Box 500
(Assignor's Address)

ATTEST:
William T. Orr, Assistant Secretary

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ _____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

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607937 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 coveted by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

WITNESS my hand and officia seal.

My commission expires:
2-19-89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] EXI[redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4, SW/4 (or S/2)
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 600.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

607937 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W 026037 (Partial) PAGE 2

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W., 6th P.M., Sublette County,Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESS OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.15807 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

607937 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.15807%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

LEASE SERI[redacted] W-0206371 (Partial) [redacted]

EX[redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.31614 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SE¼
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.31614%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N–R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

607937 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being 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.

6661

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

607937 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] LEASE SERI[redacted] W-026637 (Partial) [redacted]
EXI[redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, nd/or subleases to the assignee shown above, the operating rights in such lease as specified below.

. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: SW/4
Section 15: N/2SW/4, SE/4SW/4, SE/4
Containing 440.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being 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.

607937 001

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Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0325131 (Partial)

Lease effective date
June 1, 1966

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O.Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2

Containing 320.00 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209404

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Oil & Gas PAGE 664
FEES $10.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY that the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 1st day of October , 19 85.

EXXON CORPORATION

By: _____
(Assignor's Signature)

L. M. McCormick, Vice President

ATTEST

By: _____
William T. Orr, Assistant Secretary

P. O. Box 500
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.

[redacted] 60804 [redacted] 001

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 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 Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

My commission expires: 2-19-89

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equvalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608061 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, as[redacted] or sublease, attach statement giving full [redacted] as to amount, method of payment, an[redacted] pertinent terms as provided un[redacted]R 3106.

[redacted] LEASE SER[redacted]. W-032513I (Partial) [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N–R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 25: W/2
Containing 320 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608061 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-0318400 (Partial)

Lease effective date
December 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SE/4, SW/4
Section 14: NE/4, NW/4

Containing 800.00 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209405

RECORDED November 12 1985 2:00 P M
IN BOOK 75 Misc PAGE 668
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 1985 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)

L. M. McCormick, Vice President

ATTEST: HANOVER PETROLEUM CORPORATION

By: William T. Orr, Assistant Secretary

P. O. Box 500
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This [illegible] be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance [illegible] sions of 43 CFR 3106.

[illegible] 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 23rd day of Oct., 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 77252

(City) (State) (Zip Code)

STATE OF Colorado } ss.
COUNTY OF Arapahoe }

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact, as of EXXON CORPORATION this 23rd day of October, 19 85.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANAE C. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae C. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

670

LEASE SERIAL NO. W-0318400 (Partial)

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4, SE/4 (or S/2)
Containing 480.00 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 14: NW/4, NE/4 (or N/2)
Containing 320.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608073 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

[redacted] EXH [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease [redacted] perating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.
(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being 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. 671

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.15807 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone # 5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.15807%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 6.31614 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 11: SE/4
Section 14: NE/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	6.31614%
4. Specify interest or percent of operating rights being 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 of production have previously been created this interest, or if any such payments are reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and pertinent terms as

LEASE SE[redacted]O. W-0318400 (Partial) [redacted] 4

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

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3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. [illegible]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 10: SE/4
Section 11: SW/4
Section 14: NW/4
Containing 480.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608073 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being 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

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0318401

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4

Containing 160.00 acres, more or less

* See attached Exhibit for description of lands and percentages of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209406

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Misc PAGE 675
FEES $12.00 Dora J. Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

By: _____
(Assignor's Signature)
L. M. Mecklenburg, Vice President

P. O. Box 500
(Assignor's Address)

ATTEST
By: _____
William T. Orr, Assistant Secretary

Denver (City) CO (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, 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 23rd day of Oct., 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 77252

(City) (State) (Zip Code)

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

WITNESS my hand and official seal.

JANAE L. SPIDLE NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidle
Notary Public

My commission expires:
2-19-89

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

GPO 836 - 844

[redacted] T

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608074 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being 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

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LEASE SERIAL NO.

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

608074 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being 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

[redacted] Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 15: NE/4
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted]

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Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-1334

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres more or less

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209407

RECORDED November 12 1985 2:00 PM
IN BOOK 75 OF D.R. PAGE 680
FEES $10.00 Dora J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October, 19 85.

HANOVER PETROLEUM CORPORATION

L. M. McCormick

(Assignor's Signature)

L. M. McCormick, Vice President

P.O. Box 500

(Assignor's Address)

ATTEST:

William T. Orr

William T. Orr, Assistant Secretary

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance [redacted] sions of 43 CFR 3106.* [redacted] 609401 [redacted] 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 23rd day of Oct., 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact now

P.O. Box 2305

(Assignee's Address)

Houston, TX 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 Omer R. Humble Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 19 85.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANAE L. SPIDAL NOTARY PUBLIC STATE OF COLORADO

Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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: To inform

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

NOTARY PUBLIC STATE OF COLORADO

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 896 • 844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, [redacted] or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided un[redacted]R 3106.

[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinen. terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 23: All
Section 26: All
Containing 1280.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-0289523 (Partial)

Lease effective date
February 1, 1964

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2

Containing 1543.81 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209408

RECORDED November 12 1985 2:20 P M
IN BOOK 75 Misc PAGE 684
FEES $16 Dora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October, 19 85.

HANOVER PETROLEUM CORPORATION

E. D. McCormick (Assignor's Signature)
E. D. McCormick, Vice President

P. O. Box 500 (Assignor's Address)

ATTEST:
William T. Orr, Assistant Secretary

Denver (City) CO (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, 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 the official form in accordance with the provisions of 43 CFR 3106.*

[redacted] 608423 [redacted]001

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct., 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 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 Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October 1985.

WITNESS my hand and official seal.

JANAE L. SPIDAL NOTARY PUBLIC STATE OF COLORADO

My commission expires:
2-19-89

Janae L. Spidal
Notary Public
Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

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 835 - 844

685

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Section 11: N/2
Containing 1543.81 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble # 2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M, Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II unit well located in Section 15, T28N-R115W, 6th P.M., Sublett County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, as[redacted] or sublease, attach statement giving full [redacted] as to amount, method of payment, an[redacted] ertinent terms as provided un[redacted]R 3106.

LEASE S[redacted] NO. W-0289523 (Partial) [redacted] 2
[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.15807 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.15807%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

608423 001

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.31614 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 2: Lots 5, 6, 7, 8, S/2
Section 11: N/2
Containing 767.39 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.31614%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, as [redacted] or sublease, attach statement giving fu[redacted] as to amount, method of payment, ar[redacted]ertinent terms as provided under 43 CFR 3106.

6088

[redacted] E[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.
THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W-0289523 (Partial) Page 5

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 3: Lots 5, 6, 7, 8, S/2
Section 10: N/2
Containing 776.42 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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–0318403

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3,4, NE/4, N/2SE/4

Containing 325.19 acres, more or less

* See attached Exhibit for description of lands and percentages of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209409

RECORDED November 12 1985 2:00 P M
BOOK 75 Misc PAGE 691
FEES $12.00 Carol A. Drake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16th day of October , 19 85 .

HANOVER PETROLEUM CORPORATION

By _____ P. O.Box 500
(Assignor's Signature) (Assignor's Address)

L. M. McCormick, Vice President

ATTEST

By _____ Denver CO 80201
William T. Orr, Assistant Secretary (City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This 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.

691

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692

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct., 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston TX 77252
(City) (State) (Zip Code)

STATE OF Colorado } ss.
COUNTY OF Arapahoe }

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal.

My commission expires:
2-19-89

Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

Th[illegible]

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 835-844

[redacted] EX[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSEDOR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

693

608430 001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone # 5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] NO. W-0318403 [redacted]3
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 3, 4, NE/4, N/2SE/4
Containing 325.19 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23053%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

696

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-0320387-A

Lease effective date
November 1, 1965

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4

Containing 325.25 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209410

RECORDED November 12 1985 2:00 P M
IN BOOK 75 Deed PAGE 696
FILES Nat'l Corp. Trans. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October, 19 85.

MANNER PETROLEUM CORPORATION

By L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President

By William T. Orr
William T. Orr, Assistant Secretary

P. O. Box 500
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of [redacted] form in accordance [redacted] sions 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 23rd day of Oct., 1985.

EXXON CORPORATION

John R. Humble

(Assignee's Signature)
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston TX 77252
(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

WITNESS my hand and official seal.

JANAE L. SPIVEY NOTARY PUBLIC STATE OF COLORADO

Janae L. Spivey
Notary Public

My commission expires:
2-19-89

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

[redacted] T [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

699 608431 001

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 35: Lots 1, 2, NW/4, N/2SW/4
Containing 325.25 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.60%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-2702

Lease effective date
January 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address (*include zip code*)

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209424

RECORDED November 12 1985 2:00 PM
IN BOOK 75 OR PAGE 701
FEES $10.00 Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85.

HARVEY PETROLEUM CORPORATION

M. McCormick

(Assignor's Signature)

M. McCormick, Vice President

P.O. Box 500
(Assignor's Address)

William T. Orr

William T. Orr, Assistant Secretary

Denver, CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ _____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

701

608699 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 23rd day of Oct, 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation–Attorney In Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble Attorney-In-Fact as of EXXON CORPORATION this 23rd day of October

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANAE L. SPIDAL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidal
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN L. WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

GPO 838-844

[redacted] E[redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608699 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

703

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 28: E/2
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608699 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-1329

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209411

RECORDED November 12 1985 2:00 P M
IN BOOK 75 Misc PAGE 705
FEES $12.00 Carol J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)
L. A. McCormick, Vice President

William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)

Denver, CO. 8020
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 23rd day of Oct, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } ss.

(Corporation—Attorney In Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 19 85.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANICE L. SPIDLE NOTARY PUBLIC STATE OF COLORADO

Janice L. Spidle
Notary Public
Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 · 844

LEASE S[redacted] NO. W-1329 [redacted] PAGE 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette, County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608451 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

707

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608451 021

3. Specify interest or percent of operating rights being conveyed to assignee	1.615%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this

LEASE SE[redacted]O. W-1329

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 3, 4, NE/4, N/2SE/4
Containing 321.29 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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608451 001

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Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-1335

Lease effective date
October 1, 1966

PART I

1. Assignee's Name
EXXON CORPORATION

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209412

RECORDED November 12 19 85 2:00 PM
IN BOOK 75 Misc PAGE 710
FEES $12.00 Dan J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .
HANOVER PETROLEUM CORPORATION

L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President
ATTEST:
William T. Orr
William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)
Denver. CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106.*

[redacted] 209476 [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 abandonmeat, to restore the leased lands upon 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 undersigred's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct., 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX. 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } ss.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact, as of EXXON CORPORATION this 23rd day of October, 85.

WITNESS my hand and official seal.

My commission expires:
2-19-89

JANE L. SPAHL NOTARY PUBLIC STATE OF COLORADO

Notary Public
Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

711

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608476 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED ORIMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608476 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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714

LEASE SERIAL NO. [illegible] PAGE 3

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 36: Lots 1, 2, NW/4, N/2SW/4
Containing 323.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] 60847 [redacted] 001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

Lease Serial No.
W-0266346-A

Lease effective date
December 1, 1963

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209413

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

November 12 1985 2:00 PM
175 Ovst
FEE $12.00 FAGE 715
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October, 1985.

HANOVER PETROLEUM CORPORATION

L. M. McCormick

L. M. McCormick, Vice President
(Assignor's Signature)

P.O. Box 500
(Assignor's Address)

ATTEST:

William T. Orr

William T. Orr, Assistant Secretary

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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608518 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 23rd day of Oct., 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney In Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble Attorney-In-Fact
of EXXON CORPORATION
this 23rd day of October

WITNESS my hand and official seal.

My commission expires:
2-19-89

JANAE 85 SPIDAHL
NOTARY PUBLIC
STATE OF COLORADO

Janae S. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

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 933 - 844

[redacted] LEASE SE[redacted]. W-0266346-A [redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608518 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range115W, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M. Sublette County, Wyoming, to the basse of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

608518 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being 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 [redacted]rved under this transfer, assi[redacted]r sublease, attach statement giving full [redacted]s to amount, method of payment, and [redacted]inent terms as provided unde[redacted]3106.

LEASE SE[redacted] NO. W-0266346-A P[redacted]
[redacted] IT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: E/2E/2
Section 10: SW/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.
W-817

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, **and/or subleases to the assignee** shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P. M.
Section 9: W/2SE/4

Containing 80.00 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209414

RECORDED November 12 1985 2:00 P M
IN BOOK 75 Misc PAGE 720
FEES $12.00 Lois A. Yoder ...COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

By: L. M. McCormick
(Assignor's Signature)
L. M. McCormick, Vice President

P. O. Box 500
(Assignor's Address)

ATTEST

By: William T. Orr
William T. Orr, Assistant Secretary

Denver (City) CO (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, 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 regulations of 43 CFR 3106.

[redacted] 209523 [redacted]01

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)
Attorney-in-Fact

P. O. Box 2305
(Assignee's Address)

Houston TX 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 Omer R. Humble Attorney-In-Fact as EXXON CORPORATION of this 23rd day of October, 19 85.

WITNESS my hand and official seal.

JANAE L. DAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Dahl
Notary Public

My commission expires:
2-19-89

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 • 844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

[redacted] LEASE SERIAL [redacted] W-617
EXHI[redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublett County, Wyoming.

THIS ASSSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

608523 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being 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.

723

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2SE/4
Containing 80.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] [redacted] 001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-0315726

Lease effective date
June 1, 1965

PART I

1. Assignee's Name
Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4

Containing 227.05 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209415

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Deed PAGE 725
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

By: [signature]
(Assignor's Signature)

L. M. McCormick, Vice President

ATTEST

By: [signature]
William T. Orr, Assistant Secretary

P. O. Box 500
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

725 608524 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 23rd day of Oct, 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 77252

(City) (State) (Zip Code)

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

(Corporation–Attorney in Fact -- Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble Attorney-In-Fact as EXXON CORPORATION of this 23rd day of October

WITNESS my hand and official seal.

JAMES E. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Notary Public

My commission expires:
2-19-89

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

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]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4.
Containing 227.05 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608524 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being 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. 727

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria Formation or 13,589 feet as measured in tne Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County,Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE/4
Containing 227.05 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGMENT IS MADE BY ASSIGNOR WITHOUT ANY RESPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

608524 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

[redacted] LEASE SE[redacted]. W-0315726 [redacted]3

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE74
Containing 227.05 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being 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.

730

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-2701 (Partial)
Lease effective date
January 1, 1967

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209416

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Misc. PAGE 730
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)

L. M. McCormick, Vice President

ATTEST:

William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This [illegible] reproduced provided that copies are ex[illegible]uctions on one sheet of both sides of [illegible] form in accordance u[illegible]ons 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 23rd day of Oct., 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX. 77252

(City) (State) (Zip Code)

STATE OF Colorado }
COUNTY OF Arapahoe } ss.

(Corporation—Attorney in Fact -- Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
Attorney-In-Fact
of EXXON CORPORATION as
this of 23rd day of October, 19 85.

WITNESS my hand and official seal.

My commission expires:
2-19-89

JANAE L. SHOAF NOTARY PUBLIC STATE OF COLORADO

Janae L. Shoaf
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

LEASE SERIAL NO. W-2701 (Partial) PAGE 1
EXHIBIT 732

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 9: W/2NE/4, W/2
Containing 400.00 Acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608596 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

[redacted] LEASE SER[redacted]. W-2701 (Partial) [redacted] PAGE 2

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

608596 001

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being 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.

733

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 8: NE/4
Section 9: W/2NE/4, W/2
Containing 560.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] 60859[redacted] 001

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W–0320387

Lease effective date
November 1, 1965

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P. O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2,3, 4, N/2, N/2S/2

Containing 644.16 acres, more or less

* See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209417

RECORDED November 12 1985 2:00 PM
IN BOOK 75 R & P PAGE 735
FEES $10.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 1985 .

HANOVER PETROLEUM CORPORATION

[signature]
(Assignor's Signature)
M. Mccormick, Vice President

ATTEST

By [signature]
William T. Orr, Assistant Secretary

P. O. Box 500
(Assignor's Address)

Denver CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____ _____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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608605 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 23rd day of Oct, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P. O. Box 2305

(Assignee's Address)

Houston TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation–Attorney In Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 23rd day of October 1985.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANA L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Jana L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

(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] IT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.32309 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608605 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxor Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608605 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-3852 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NW/4, NE/4, SE/4
Containing 932.22 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209418

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

Nov 12 1985 2:00 PM
BOOK 75 Oil & Gas PAGE 739
FEES $16.00 Carol L. Hunter COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

RANGER PETROLEUM CORPORATION

(Assignor's Signature)
L. M. Moorman, Vice President

ATTEST:
William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of October, 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston TX 77252

(City) (State) (Zip Code)

STATE OF Colorado } SS.
COUNTY OF Arapahoe }

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
2-19-89

Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 830 · 844

[redacted] EXH[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 7, 8, SE/4
Containing 225.53 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M. Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NE/4, NW/4, SE/4 (or N/2, SE/4)
Containing 480.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being 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

[redacted] LEASE SERIAL [redacted] W-3852 [redacted]
EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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LEASE SERIAL NO. W-3852

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.15807 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.15807%
4. Specify interest or percent of operating rights being 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

[redacted] LEASE SERI[redacted] W-3852
EX[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 5: Lots 5, 6, 7, 8, S/2
Section 16: NE/4
Containing 612.22 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 6.31614 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: NW/4, SE/4
Containing 320.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.31614%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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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-1333

Lease effective date
October 1, 1966

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209419

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RECORDED November 12 1985 2:00 P.M.
IN BOOK 75 Dy-T PAGE 746
FEES $10.00 Sandra J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)
Vice President

P.O. Box 500
(Assignor's Address)

ATTEST:
William T. Orr, Assistant Secretary

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance [redacted] sions of 43 CFR 3106.* [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct., 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston TX 77252

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation--Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 23rd day of October

WITNESS my hand and official seal.

My commission expires.
2-19-89

JANAE L. ... NOTARY PUBLIC STATE OF ...

Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

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

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.)
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 896-844

748

LEASE SERIAL NO. W 1555 PAGE 1

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608681 001

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as

[redacted] LEASE SERIAL [redacted] W-1333 EXHIBIT [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1240.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

608681 001

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-5700

Lease effective date
June 1, 1967

PART I

1. Assignee's Name

EXXON CORPORATION

Address *(include zip code)*

P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

209420

RECORDED November 12 1985 2:00 P.M.
IN BOOK 25 MISC PAGE 750
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY. That the 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 October , 1985 .

HANOVER PETROLEUM CORPORATION

[signature]
(Assignor's Signature)
[illegible]mick, Vice President

P.O. Box 500
(Assignor's Address)

[signature]
William T. Orr, Assistant Secretary

Denver, CO 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance [illegible]sions of 43 CFR 3106.

[illegible] 608703 [illegible]01

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of October, 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX. 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 23rd day of October, 1985.

WITNESS my hand and official seal.

My commission expires:
2-19-89

JAMES L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

751

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] EX[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.26323 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less
(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.26323%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.15807 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.15807%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 6.31614 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 16: SW/4
Containing 160.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	6.31614%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] [redacted] 4087[redacted] 001

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-36058 (Partial)

Lease effective date
March 1, 1967

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115W, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

RECORDED November 12 1985 2:00 P.M.
IN BOOK 75 Misc PAGE 755
FEE $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

209421

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 19 85 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)
L. [illegible], Vice President

William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.*

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 19 85.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation–Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble as Attorney-In-Fact of EXXON CORPORATION this 23rd day of October.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANABEL SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janabel L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 80110

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

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

[redacted] [redacted]

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.64611 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. **Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)**

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15 T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. **Specify** interest or percent of operating rights being conveyed to assignee	0.64611%
4. **Specify** interest or percent of operating rights being retained by assignor	None
5. **Specify** overriding royalty interest being reserved by assignor	None
6. **Specify** overriding royalty previously reserved or conveyed, if any	None

7. **If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.**

The undersigned, as owner of 0.32309 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. **Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)**

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. **Specify** interest or percent of operating rights being conveyed to assignee	0.32309%
4. **Specify** interest or percent of operating rights being retained by assignor	None
5. **Specify** overriding royalty interest being reserved by assignor	None
6. **Specify** overriding royalty previously reserved or conveyed, if any	None

7. **If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.**

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 29 North, Range 115 West, 6th P.M.
Section 21: E/2
Section 27: SW/4SW/4
Containing 360.00 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OT TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being 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.

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

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209422

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RECORDED November 12 1985 2:00 P.M.
IN BOOK 75 Misc. PAGE 759
FEES $12.00 Lois Whitt - COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 October , 1985 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)
L. M. McCormick, Vice President
William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)

Denver CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upor completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct, 1985.

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble, Attorney-In-Fact, as of EXXON CORPORATION this 23rd day of October, 19 85.

WITNESS my hand and official seal.

My commission expires: 2-19-89

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

Janae L. Spidahl
Notary Public

Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

[redacted] [redacted] [redacted]

GPO 836-844

[redacted] LEASE SE[redacted]O. W-29933 P[redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed October 7, 1985 between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None.
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 **percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.**

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed October 7, 1985 between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

[redacted] LEASE [redacted] NO. W-29933 PA[redacted]

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease executed October 7, 1985 between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 5
Containing 32.87 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23053%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004–0034
Expires: August 31, 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE

Lease Serial No.
W-45878

Lease effective date
October 1, 1974

PART I

1. Assignee's Name

Exxon Corporation

Address *(include zip code)*
P.O. Box 2305
Houston, TX 77252

The undersigned, as owner of * percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

*See attached Exhibit for description of lands and percentage of interest conveyed by this Assignment.

209423

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

RECORDED November 12 1985 2:00 PM
IN BOOK 75 Oil & G PAGE 764
FEES $12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	*
4. Specify interest or percent of operating rights being retained by assignor	*
5. Specify overriding royalty interest being reserved by assignor	
6. Specify overriding royalty previously reserved or conveyed, if any	

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of October , 1985 .

HANOVER PETROLEUM CORPORATION

(Assignor's Signature)
[illegible], Vice President

William T. Orr, Assistant Secretary

P.O. Box 500
(Assignor's Address)

Denver, CO. 80201
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This [illegible] may be reproduced provided that copies are exact reproductions on one sheet of both sides of the [illegible] form in accordance [illegible] regulations of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 23rd day of Oct., 19 85 .

EXXON CORPORATION

Omer R. Humble

(Assignee's Signature)

Attorney-in-Fact

P.O. Box 2305

(Assignee's Address)

Houston, TX. 77252

(City) (State) (Zip Code)

STATE OF Colorado
COUNTY OF Arapahoe } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by Omer R. Humble
Attorney-In-Fact
of EXXON CORPORATION
this 23rd day of October, 19 85.

WITNESS my hand and official seal.

JANAE L. SPIDAHL NOTARY PUBLIC STATE OF COLORADO

My commission expires:
2-19-89

Janae L. Spidahl
Notary Public
Business address:
750 W. Hampden Ave.
Englewood, CO 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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by L. M. McCormick, Vice President of Hanover Petroleum Corporation, a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 2/19/89

KAREN WOOD NOTARY PUBLIC STATE OF COLORADO

Karen Wood
Karen Wood, Notary Public
999 Eighteenth Street
Denver, Colorado 80202

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836-844

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.63161 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #1) All formations from surface down to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.63161%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 0.64611 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #2) All formations from the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th P.M., Sublette County, Wyoming, to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.64611%
4. Specify interest or percent of operating rights being 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, as[illegible] or sublease, attach statement giving full [illegible] as to amount, method of payment, an[illegible] pertinent terms as provided un[illegible] 3106.

[illegible] 001

[redacted] LEASE SERIAL NO.: W 45870

[redacted] T

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 0.32309 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

---

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #3) All formations from the stratigraphic equivalent of 11,415 feet to the base of the Thaynes formation or 12,297 feet as measured in the Porcupine Creek Unit well, and (Zone #4) All formations from the base of the Thaynes formation or 12,297 feet to the base of the Phosphoria formation or 13,589 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	0.32309%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

The undersigned, as owner of 1.61529 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #5) All formations from the base of the Phosphoria formation as measured in the Porcupine Creek Unit well located in the NE/4SE/4 Section 35, T29N-R115W, 6th P.M., Sublette County, Wyoming, to the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	1.61529%
4. Specify interest or percent of operating rights being 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.

624725 001

767

768

LEASE SERIAL NO. W-45878 PAGE 3

EXHIBIT

Attached to and made a part of that certain Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease, executed October 7, 1985, between Hanover Petroleum Corporation, as Assignor and Exxon Corporation, as Assignee.

The undersigned, as owner of 3.23058 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lot 6, SW/4
Containing 192.92 acres, more or less.

(Zone #6) All formations below the base of the Mississippian formation.

THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF TITLE, EITHER EXPRESSED OR IMPLIED.

3. Specify interest or percent of operating rights being conveyed to assignee	3.23058%
4. Specify interest or percent of operating rights being 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.

ASSIGNMENT OF ROYALTY

COMES NOW ELVA LOUISE VIBLE, hereinafter referred to as Assignor, and in consideration of the sum of Ten and N0/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, assign and transfer unto Argle Ree Parsons, Route 1, Box 184, Seminole, Oklahoma 74868, all of her right, title and interest in and to:

(a) Eight and Thirty-Three One Hundredths percent (8.33%) of all production royalties paid for and on all minerals, oil, gas and other hydrocarbons produced and sold from the real property described as follows:

Lots Two (2), Three (3) and Four (4), Section Four (4), Township 31 North, Range 108 West, 6th Principal Meridian, Sublette County, Wyoming; East One-Half (E½) of Section 21, East One-Half (E½) of Section 28, East One-Half and the Southwest One-Quarter (E½, SW¼) Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; all of the Southwest Quarter (SW¼) lying South and East of the East Fork River, of Section 34; Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Lots Five (5), Six (6), Seven (7), Twelve (12) and Thirteen (13), and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section 6; Lots One (1) and Two (2) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section 7; Township 31 North, Range 108 West of the 6th P.M., Sublette County, Wyoming; South Half of the Northeast Quarter (S½NE¼), the South Half of the Southwest Quarter (S½SW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the North Half of the Southeast Quarter (N½SE¼), the Southwest Quarter of the Southeast Quarter (SW¼SE¼), and Lot Five (5) of Section 1; the East Half of the Northeast Quarter (E½NE¼) of Section 11; Lots One (1), Two (2), Three (3) and Four (4), and the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 12, Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming;
EXCEPTING AND RESERVING THEREFROM the following described tract, to-wit:

(a) A parcel or tract of land, situated in the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 33, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at the Southeast corner of the said Section 33, thence North along the East line of the Section, a distance of 295.16 feet; thence North 89 degrees 50 minutes West, parallel with the South line of the section, a distance of 295.16 feet; thence South parallel with the East line of the section, a distance of 295.16 feet; thence South 89 degrees 50 minutes East, along the South line of the section, a distance of 295.16 feet to the point of beginning. Said parcel contains 2.0 acres, more or less.

(b) A parcel or tract of land situate in the Southeast Quarter of the Northeast Quarter (SE¼NE¼), Section 33, Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming, said parcel being more particularly described as follows:

BEGINNING at a point which bears South 139.7 feet distant from the Northeast Corner of Southeast Quarter Northeast Quarter (SE¼NE¼) of Section 33; thence South 696.02 feet; thence West 208.7 feet; thence North 153.81 feet; thence West 208.7 feet; thence North 264.51 feet; thence East 208.7 feet; thence North 277.7 feet; thence East 208.7 feet to the point of beginning.

This assignment of production royalties specifically does not include any right to bonus, lease or signing payments nor delay rentals. Assignor reserves the exclusive right to lease the concerned minerals upon such terms as she alone shall deem acceptable.

Elva Louise Vible
ELVA LOUISE VIBLE

STATE OF Oklahoma)
) ss.
COUNTY Oklahoma)

The foregoing instrument was acknowledged before me by Elva Louise Vible this 27th day of November, 1985.
WITNESS my hand and official seal.

Peggy Patterson
Notary Public

My Commission Expires 1-23-88

209428

RECORDED Nov 27 1985 AT 10:45 o'clock A.M.
IN BOOK 25 PAGE 769
FEES $ 5.00
SUBLETTE COUNTY, WYOMING
COUNTY CLERK

STIPULATION AND CROSS-CONVEYANCE

This stipulation and cross-conveyance is entered into this 24th day of October, 1985 by Energetics, Inc., a Delaware corporation, 102 Inverness Terrace East, Englewood, Colorado 80112 and Energetics '80 Stroh Limited Year-End Partnership, 102 Inverness Terrace East, Englewood, Colorado 80112 because of an ambiguity of record regarding their respective interests in the following described lands:

Township 28 North, Range 111 West
Section 31: Lots 3, 4, E/2SW/4
Lots 1, 2, E/2NW/4, W/2SE/4

Township 28 North, Range 112 West
Section 25: E/2 of Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4
Sublette County, Wyoming
Federal Lease No. W-62791

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Energetics, Inc., a Delaware corporation and Energetics '80 Stroh Limited Year-End Partnership stipulate that each of them owns an interest in the land identified above in the following proportions:

Energetics Inc., a Delaware corporation	7.536749%
Energetics '80 Stroh Limited Year-End Partnership	.843351%

and Energetics, Inc., a Delaware corporation and Energetics '80 Stroh Limited Year-End Partnership quit claim and cross convey, each unto the other, their heirs and assigns, such interests as are necessary to effect the stipulated distribution of interests to have and to hold forever.

209463

ENERGETICS, INC., a Delaware corporation

Jordan R. Smith, President

ENERGETICS '80 STROH LIMITED YEAR-END PARTNERSHIP
By ENERGY ASSOCIATES, INC., General Partner

Jordan R. Smith, President

RECORDED November 12, 1985 8:34 AM
IN BOOK 75 Misc PAGE 770
FEES 6.25 Lavell Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of October, 1985 by Jordan R. Smith, as President for Energetics, Inc., a Delaware corporation.

Witness my hand and official seal.

Marguerite E. Scott
Notary Public
My commission expires: May 13, 1988

My Commission Expires May 13, 1988
6902 South Spotswood Street
[illegible], Colorado 80120

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of October, 1985 by Jordan R. Smith, as President of Energy Associates, Inc., General Partner for Energetics '80 Stroh Limited Year-End Partnership.

Witness my hand and official seal.

NOTARY PUBLIC

Notary Public
My commission expires: May 13, 1988

My Commission Expires May 13, 1988
6892 South Spotswood Street
Littleton, Colorado 80120

772

209517

RECORDED November 20 1985 9:30 AM
IN BOOK 75 O&G PAGE 772
FEES $32.50 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Meeney, Deputy

ASSIGNMENT OF OIL AND GAS LEASE
AND RATIFICATION OF ASSIGNMENT

For valuable consideration, the receipt and complete sufficiency of which are hereby acknowledged and confessed, MTS LIMITED PARTNERSHIP ("Assignor"), whose address is P. O. Box 2009, Amarillo, Texas 79189-2009, does hereby grant, bargain, sell, transfer, assign and convey unto Mesa Petroleum Co., P. O. Box 2009, Amarillo, Texas 79189-2009, ("Assignee"), all right, title, and interest in and to the oil and gas leases ("leases") described in the Exhibit "A" attached hereto and hereby incorporated herein by reference, or such undivided interest therein as is reflected in said Exhibit "A", INSOFAR AS, but only insofar as, said leases cover and affect the lands described in said Exhibit "A", together with a like interest in and to all personal property, equipment and machinery located on said leases and used or obtained in connection therewith.

TO HAVE AND TO HOLD said leases, personal property, equipment and machinery unto the Assignee, its successors and assigns, forever.

And for the same consideration, Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the leasehold and other interests assigned hereby unto Assignee, its successors and assigns, against every party whomsoever claiming or to claim same, or any part thereof, by, through, from or under Assignor, but not otherwise; provided, however, this assignment is executed and accepted subject to the terms and provisions of the leases and any operating agreements, pooling agreements, farmout agreements, or other documents covering said leases in whole or in part heretofore executed and delivered by Assignor to third parties pursuant to applicable law and the limited partnership agreement of MTS Limited Partnership.

This instrument shall be binding upon Assignor and Assignee and their respective successors and assigns.

EXECUTED this 18 day of November, 1985, effective as of September 1, 1985.

MTS LIMITED PARTNERSHIP
By: Mesa Petroleum Co.
General Partner

By: _____
Vice President

_____
Assistant Secretary

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 18 day of November, 1985, by Paul, Vice President of Mesa Petroleum Co., General Partner of MTS LIMITED PARTNERSHIP, on behalf of the partnership.

Claudia Duggree
Notary Public
State of Texas

My Commission expires: 4-1-89

PROSPECT: [illegible]

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JULY 17, 1981 EXECUTED BY MAYME BALL DEVINE ET VIR *, AS LESSOR, IN FAVOR OF MIS LIMITED PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 171. (MESA LEASE NO. 01-04-WY-0264-0001-001-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

PARCEL I: T34N R113W, 6TH P.M.
1320 ACRES OUT OF SEC 11, 13, 14, 23, & 24, MORE FULLY DESCRIBED IN LEASE

PARCEL II: T34N R112W, 6TH P.M.
SEC 6: LOT 5, SE NW
T34N R113W, 6TH P.M.
SEC 1: S/2 NE

PARCEL III: T34N R112W, 6TH P.M.
PARTS OF SECS 7, 8, 18, 19, MORE FULLY DESCRIBED IN LEASE
T34N R113W, 6TH P.M.
PARTS OF SECS 1, 12, 13, MORE FULLY DESCRIBED IN LEASE

ROY %: 16.67000 ORR %: .00000

2. OIL, GAS, AND MINERAL LEASE DATED AUGUST 05, 1981 EXECUTED BY EUGENE R TAYLOR ET UX *, AS LESSOR, IN FAVOR OF MIS LIMITED PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 174. (MESA LEASE NO. 01-04-WY-0264-0001-002-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T34N R113W, 6TH P.M.
SEC 11: S/2 SW
SEC 13: W/2 NW, SE SW, SW SE
SEC 14: SE, NE SW, NW
SEC 15: E/2 NE, NW NE, NE NW
SEC 23: NE, N/2 SE
SEC 24: NW, NW SW, W/2 NE, NE NE

ROY %: 16.67000 ORR %: .00000

3. OIL, GAS, AND MINERAL LEASE DATED AUGUST 05, 1981 EXECUTED BY EUGENE R TAYLOR ET UX *, AS LESSOR, IN FAVOR OF MIS LIMITED PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 176. (MESA LEASE NO. 01-04-WY-0264-0001-003-01, COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T34N R112W, 6TH P.M.
SEC 7: LOTS 3 & 4, N/2 SE, SW SE, E/2 SW
SEC 8: NW SW
SEC 18: LOTS 1, 2, 3, 4, E/2 NW, NE SW, W/2 NE, NW SE
SEC 19: LOT 1, NE NW
T34N R113W, 6TH P.M.
SEC 1: N/2 SE, SE SE
SEC 12: SE
SEC 13: NE, N/2 SE, SE SE

ROY %: 16.67000 ORR %: .00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1979 EXECUTED BY USA W-67812 *, AS LESSOR, IN FAVOR OF MARION RACIL, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 62 ON PAGE NUMBER 60, (MESA LEASE NO. 01-04-WY-0266-0001-000-01), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

32N 111W
SEC 8: SE SE
SEC 10: LOT 4, SW NW, W/2 SW
SEC 15: NE SW, S/2 SW
SEC 18: LOTS 3, 4, E/2, E/2 W/2

ROY %: 12.50000 ORR %: 5.00000

PROSPECT: N. COTTONWOOD

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66363 *, AS LESSOR, IN FAVOR OF E. COLEMAN , AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 63 ON PAGE NUMBER 211. (MESA LEASE NO. 01-04-WY-0267-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:
   T33N R114W
   SEC 11: SW
   SEC 23: ALL

ROY %: 12.50000 ORR %: 5.00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JULY 01, 1982 EXECUTED BY USA W-77607 *, AS LESSOR, IN FAVOR OF CAROLYN M. DI MIRJIAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 66 ON PAGE NUMBER 568. (MISA LEASE NO. 01-04-WY-0271-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T35N R114W, 6TH PRIN MER
SEC 22: ALL
SEC 24: LOTS 1, 2, 3, 4; W/2 E/2, SW
ROY %: 12.50000 ORR %: 5.00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JULY 01, 1982 EXECUTED BY USA W-77637 *, AS LESSOR, IN FAVOR OF CAROLYN M. DE MIRJIAN, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 66 ON PAGE NUMBER 568. (MESA LEASE NO. 01-04-WY-0271-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T35N R114W, 6TH PRIN MER
SEC 22: ALL
SEC 24: LOTS 1, 2, 3, 4, W/2 E/2, SW

ROY %: 12.50000 ORR %: 5.00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1982 EXECUTED BY USA #W-77539 *, AS LESSOR, IN FAVOR OF LIBERTY PETROLEUM CORP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 68 ON PAGE NUMBER 12. (MESA LEASE NO. 01-04-WY-0273-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T33N R115W
SEC 14: SE

ROY %: 12.50000 ORR %: 5.00000

PROSPECT: STAR CORRAL

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66561 *, AS LESSOR, IN FAVOR OF EDWIN H FUJA, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0001-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W
SEC 29: NW, NE SW

ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1981 EXECUTED BY USA W-72869 *, AS LESSOR, IN FAVOR OF ECKERMAN-WATKINS PARTNERSHIP, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R114W, 6TH PRIN MER
SEC 11: NW

ROY %: 12.50000 ORR %: 5.00000

3. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1982 EXECUTED BY USA W-74317 *, AS LESSOR, IN FAVOR OF ANNE D LEONARD, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 69 ON PAGE NUMBER 53. (MESA LEASE NO. 01-04-WY-0275-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W, 6TH P.M.
SEC 6: LOTS 3,4,5, SE NW, W/2 SE, SE SE
SEC 12: N/2 NW (LESS APPROX 2.20 AC IN R/W E-024404)
SEC 20: SW

ROY %: 12.50000 ORR %: 5.00000

4. OIL, GAS, AND MINERAL LEASE DATED AUGUST 01, 1978 EXECUTED BY USA #W-64243 *, AS LESSOR, IN FAVOR OF GERMAINE C OLDEATHER, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0004-000-0). COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W, 6TH PRIN MER
SEC 7: E/2 SE
SEC 18: NE NE

ROY %: 12.50000 ORR %: 5.00000

5. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1983 EXECUTED BY USA W-72343 *, AS LESSOR, IN FAVOR OF JAMES MARION BLAKEMORE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W, 6TH PM
SEC 5: N/2 SE, SW SE
SEC 7: NE

ROY %: 12.50000 ORR %: 6.00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED MAY 01, 1978 EXECUTED BY USA W-62521 *, AS LESSOR, IN FAVOR OF PAULINE P PANOS, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 60 ON PAGE NUMBER 188. (MESA LEASE NO. 01-04-WY-0547-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T32N R114W, 6TH PM
SEC 10: LOTS 1-4, S/2 N/2, SW, NE SE, W/2 SE
SEC 11: LOT 4, SW NW
ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1981 EXECUTED BY USA W-70203 *, AS LESSOR, IN FAVOR OF ANTHONY G FABINA, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0547-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T32N R114W, 6TH PM
SEC 19: LOTS 1, 2, 3, 4
SEC 19: LOTS 1, 2, 3, 4, E/2 W/2
ROY %: 12.50000 ORR %: 5.00000

781

PROSPECT: DUTCH DAN

PAGE 0230

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED AUGUST 02, 1978 EXECUTED BY STATE OF WYOMING 70-0507 *, AS LESSOR, IN FAVOR OF H M LANE, JR, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 58 ON PAGE NUMBER 477. (MESA LEASE NO. 01-04-WY-0555-0002-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N, R114W, 6TH PM
SEC 16: E/2
SEC 36: E/2

ROY %: 12.50000 ORR %: 5.00000

2. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 02, 1980 EXECUTED BY WYOMING 80-0104 *, AS LESSOR, IN FAVOR OF JOSEPH L HARVEY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0555-0003-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N R113W, 6TH P.M.
SEC 16: S/2

ROY %: 12.50000 ORR %: 5.00000

3. OIL, GAS, AND MINERAL LEASE DATED MARCH 01, 1979 EXECUTED BY USA W-66215 *, AS LESSOR, IN FAVOR OF GORDON F CAHILAY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 63 ON PAGE NUMBER 216. (MESA LEASE NO. 01-04-WY-0555-0004-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N R114W
SEC 20: NE SW, S/2 SW, N/2 SE, SW SE
SEC 21: SW NW, NE SW, W/2 SE
SEC 28: N/2 NW
SEC 30: S/2 NE, SE

ROY %: 12.50000 ORR %: 5.00000

4. OIL, GAS, AND MINERAL LEASE DATED MAY 01, 1982 EXECUTED BY USA W-74318 *, AS LESSOR, IN FAVOR OF AFRA SEHR, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 65 ON PAGE NUMBER 563. (MESA LEASE NO. 01-04-WY-0555-0005-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N R113W, 6TH PM IN MER
SEC 6: LOTS 1-7, S/2 NE, SE NW, E/2 SW, SE
SEC 28: SW SW
SEC 34: W/2 SE, SE SE

ROY %: 12.50000 ORR %: 5.00000

5. OIL, GAS, AND MINERAL LEASE DATED JANUARY 02, 1982 EXECUTED BY WYOMING 82-0032 *, AS LESSOR, IN FAVOR OF RALPH A DE SIMONE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0555-0006-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T31N R114W
SEC 36: W/2

ROY %: 12.50000 ORR %: 5.00000

EXHIBIT "A"

1. OIL, GAS, AND MINERAL LEASE DATED JANUARY 02, 1977 EXECUTED BY WYOMING 77-0047 *, AS LESSOR, IN FAVOR OF NOLA GRACE PIASYNSKI, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK 93 ON PAGE NUMBER 523. (MESA LEASE NO. 01-04-WY-0844-0015-000-01), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W, 6TH PM
SEC 36 ALL

ROY %: 12.50000 ORR %: 5.00000

783

WY-322

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-62791

Lease effective date
May 1, 1978

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name See Exhibit "A" attached hereto and made a part hereof for Assignees

Address *(include zip code)*
See Exhibit "A"

The undersigned, as owner of 84.198% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Tract I: Township 28 North, Range 111 West Section 31: Lots 3,4,E/2SW/4 Tract II: Township 28 North, Range 111 West Section 31: Lots 1,2, E/2NW/4, W/2SE/4 Township 28 North, Range 112 West Section 25: E/2 of Lot 1, Lots 3,4,6,7 SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2 209518 RECORDED November 20 1985 9:30 AM IN BOOK 75 O&G PAGE 783 FEES $ 9.25 Lois J. Yates COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING Joy Carol A. Cheney Deputy

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	TRACT I TRACT II	71.6858% 76.9224%
4. Specify interest or percent of record title interest being retained by assignor, if any	TRACT I TRACT II	12.5122% 7.2756%
5. Specify overriding royalty being reserved by assignor		None
6. Specify overriding royalty previously reserved or conveyed, if any	TRACT I TRACT II	11.5187% 7.0000%

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of September, 1982.

ENERGETICS, INC., a Colorado corporation

BY: _____ 102 Inverness Terrace East
(Assignor's Signature) (Assignor's Address)

Gene W. Anderson, Vice President-Land

ATTEST: _____ Englewood, Colorado 80112
Assistant Secretary (City) (State) (Zip Code)

Title 18 U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1984

By _____
(Authorized Officer)

ACTING Chief, Oil & Gas Section

(Title)

OCT 18 1984
(Date)

[redacted] 11221 [redacted] FO[redacted]IGNEE

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT OF
RECORD TITLE TO OIL AND GAS LEASE
SERIAL NUMBER USA-W-62791, DATED 10-28, 1982.

TRACT I	Before Payout	After Payout
Energetics, Inc., a Delaware corporation 116 Inverness Drive East Englewood, Colorado 80112	13.584559%	7.536749%
Energetics 1980 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	46.179500%	30.786300%
Energetics 1980 Stroh Limited Year-End Partnership 116 Inverness Drive East Englewood, Colorado 80112	1.265041%	.343351%
General Hydrocarbons Inc. 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	10.656700%	5.328400%

Pursuant to Assignment of Overriding Royalty from Energetics, Inc. to Energetics Capital Limited Partnership and MM&S Partners, dated July 15, 1982, and in accordance with our Agreement, said overriding royalty interests are convertible, upon payout of the Federal #30-31 Well, to the following working interests.

MM&S Partners 116 Inverness Drive East Englewood, Colorado 80112	-0-	7.041900%
Energetics Capital Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	-0-	25.385700%

STATE OF COLORADO)
)SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of October, 1982, by Gene W. Anderson, as Vice President - Land for Energetics, Inc.

Witness my hand and official seal.

My commission expires: My Commission Expires Aug. 1985

Notary Public
102 Inverness Terrace East
Englewood, Colorado 80112

FILED
'83 JAN 17 AM 8 30
COUNTY RECORDS

TRACT II

Energetics, Inc., a Delaware corporation 116 Inverness Drive East Englewood, Colorado 80112	7.536749%
Energetics 1980 Year-End Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	30.786300%
Energetics 1980 Stroh Limited Year-End Partnership 116 Inverness Drive East Englewood, Colorado 80112	.843351%
General Hydrocarbons Inc. 200 Transwestern II Building Post Office Box 31515 Billings, Montana 59107-1515	5.328400%
MM&S Partners 116 Inverness Drive East Englewood, Colorado 80112	7.041900%
Energetics Capital Limited Partnership 116 Inverness Drive East Englewood, Colorado 80112	25.385700%

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-85933

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Hanes Dawson

Address *(include zip code)*
621 17th Street, Suite 800, Denver, Colorado 80293

The undersigned, as owner of 100.0% 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 35 North, Range 115 West, 6th PM

Section 23: W/2

Containing 320.0 acres, more or less in Sublette County, Wyoming

Assignment approved as to lands described below

Same Land Description as Item 2

209520

RECORDED November 20 19 85 2:30 PM
IN BOOK 75 O & G PAGE 786
FEES $ 8.00 Dora Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100.0%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor Five Percent of Eight/Eighths	5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	None

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is understood that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 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 REASSIGNMENT PROVISIONS ****

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of June , 1984 .

Mary Burrows Haas
(Assignor's Signature)
Mary Burrows Haas, Assignor

71 Broadway
(Assignor's Address)
New York, New York 10006
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 01 1984

By Judith A. McDaniel
(Authorized Officer)
Chief, Oil and Gas Section
for
(Title) For Assignee

APR 24 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.

655453 786

787

AMOCO PRODUCTION COMPANY
P. O. Box 800
Denver, Colorado 80201

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 5th day of June, 1984.

Hanes Dawson
(Assignee's Signature)

Hanes Dawson, Assignee

621 17th Street, Suite 800
(Assignee's Address)

Denver, Colorado 80293
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 [redacted] ated to report this information under provisions of 43 CFR 3106.

REASSIGNMENT PROVISIONS

In one event Assignee shall at any time desire to surrender said lease (W-85933) as to all or any part of the attached-described lands, Assignee shall so notify Assignor in writing (by U.S. Registered or Certified Mail) thereof at least sixty (60) days in advance of the next anniversary date of the lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof in writing within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course, reassign to Assignor all of such interest. Such reassignment shall be tendered, as described above, by the Assignee, but it shall not be required that the Assignee tender such reassignment on the anniversary/expiration date of the primary term of said lease. In the event Assignor does not so elect to reacquire said lease as to the lands to be surrendered, as aforesaid, the Assignee may surrender such lease to the Lessor, or parties then entitled thereto, in accordance with the terms of such lease. Failure to tender the reassignment shall render Assignee liable only in the event Assignor has reserved herein an interest in production. Such liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not, under any circumstances exceed the cash consideration paid for this assignment.

Rosemary B. Haas, Assignor

Hanes Dawson, Assignee

Stace of New York)
) ss.
County of New York)

The foregoing and attached instruments were acknowledged before me this 4/2 day of ~~April~~ June, 1984, by Rosemary B. Haas, Assignor.

Notary Public

ROBERT G. COLLINS
Notary Public, State of New York
No. 52-5766500
Qualified in Suffolk County
Commission expires March 30, 1986

My Commission Expires: 3-30-86

789.

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-85934

Lease effective date
March 1, 1984

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name: Hanes M. Dawson

Address (include zip code): 800 First National Bank Building
Denver, Colorado 80293

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 35 North, Range 115 West, 6th P.M. Section 27: E½, NW¼, E½SW¼, NW¼SW¼ Containing 600.00 acres, more or less Sublette County, Wyoming	Same Land Description as Item 2

209521

RECORDED November 29 19 85 2:30 P M
IN BOOK 75 OR L. PAGE 789
FEES $8.00 Lois O'Keefe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
Specify interest or percent of record title interest being retained by assignor, if any	none
Specify overriding royalty being reserved by assignor	none
Specify overriding royalty previously reserved or conveyed, if any	none

If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. SEE THE ATTACHED

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 4th day of March, 19 85.

CHADWICK PARTNERSHIP

by: _____
(Assignor's Signature)
Edward B. Poitevent, II
Designated Partner
Tax I.D. #72-095-6016

225 Baronne Street, 28th Floor
(Assignor's Address)
New Orleans, Louisiana 70112
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 1985

By Fred O'Ferrall
(Authorized Officer)
for Chief, Oil and Gas Section
(Title)

OCT 30 1985
For Assignee

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this form in accord-

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

Denver, Colorado 80201
P.O. Box 800
AMOCO PRODUCTION COMPANY

A. 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 15th day of March, 19 85.

Hanes M. Dawson
(Assignee's Signature)

621 17th Street - Suite 800
(Assignee's Address)

Hanes M. Dawson

Denver Colorado 80293

Title 18 U.S.C., Section 1001, mak
States any false, fictitious, or frau

Assignor ("Seller") hereby excepts and reserves to himself, his heirs, successors and assigns, as a production payment, an obligation equal to $10,000 per acre for the number of acres assigned hereby, the same to be paid out of an undivided _____ five percent of eight-eighths (5% of 8/8ths) _____, free and clear of all costs and expenses of development, operation, and production, of the market value at the wells, as produced, of all oil, gas and other hydrocarbon substances (hereinafter collectively referred to as "Oil and Gas") produced, saved and sold under the lease assigned hereby and any extension or renewal thereof; such production payment shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of such lease are computed and paid.

Such five percent of eight-eighths (5% of 8/8ths) _____, out of which such production payment shall be paid, shall absorb and be reduced by any and all existing overriding royalties, or similar burdens on production to which such lease may be subject as of the date hereof, except the royalty payable to the United States of America. All applicable taxes levied or assessed against the part of production to be applied to the satisfaction of such production payment shall be deducted and paid out of such interest.

Such production payment shall terminate with respect to each producing formation of each producing well upon a final determination that 90% of the economically recoverable reserves of Oil and Gas with respect thereto has been produced and sold. In the event of any disagreement hereunder as to when the 90% point has been reached or as to the value of the economically recoverable reserves, the production payment holder and Assignee will each appoint a petroleum engineer to reach an agreement, but if they are unable to do so, the two engineers will appoint a third independent petroleum engineer to determine a solution.

In the event that the lease from which this production payment is reserved is unitized or pooled with other lands, Assignor reserves to himself, his heirs, successors and assigns, a production payment from the production, as hereinabove described, from the unitized or pooled area, which reserved interest shall be 5% of 8/8ths of the percentage that the acreage from this lease included in such pooled or unitized area bears to the total of such pooled or unitized acreage. This interest shall terminate in the same manner as described in the third paragraph of this Exhibit.

The interest hereby reserved by Assignor constitutes a "production payment retained on the sale of a mineral property" within the meaning and purpose of Section 636(b) of the Internal Revenue Code, Treasury Regulations Section 1.636-1(a)(1)(i) and 1.636-3 (a)(1), and Internal Revenue Service Private Letter Ruling 7952161, dated September 27, 1979.

In the event Assignee shall desire to surrender, relinquish or let expire the lease herein assigned, or the acreage covered hereby, in whole or in part, said Assignee shall notify Assignor by Registered or Certified Mail forty-five days prior to relinquishment or expiration, and said Assignor shall have fifteen days from receipt of such notice 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.

Assignee shall furnish Assignor reports of production in reasonable detail at least quarterly and shall permit Assignor or Assignor's agent reasonable examination of its books and records relating to such production. Assignee shall use its best efforts affected by this assignment against drainage. The provisions hereof shall extend to the heirs, successors and assigns of the parties hereto.

1. USE OF FORM – Use only
Interest in oil and gas lease
is made out of a lease, a s
required for each assignmer
assignment shall be used fc
assignment is made.

2. FILING AND NUMBER OF C
and manually signed copies
$25.00 nonrefundable filing fe
File assignment within nine
execution.

STATE OF LOUISIAN Date March 4, 1985 Signature _____
Chadwick Partnership
By: Edward B. Poitevent, II
Designated Partner

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me by Edward Poitevent, II Designated Partner for the Chadwick Partnership this 5th day of March, 1985.

Witness my hand and official seal.

Notary Public

My Commission Expires: at my death

790

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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 15th day of March, 19 85.

Hanes M. Dawson
(Assignee's Signature)

621 17th Street - Suite 800
(Assignee's Address)

Hanes M. Dawson

Denver Colorado 80293

Title 18 U.S.C., Section 1001, mak
States any false, fictitious, or frau

Assignor ("Seller") hereby excepts and reserves to himself, his heirs, successors and assigns, as a production payment, an obligation equal to $10,000 per acre for the number of acres assigned hereby, the same to be paid out of an undivided five percent of eight-eighths (5% of 8/8ths), free and clear of all costs and expenses of development, operation, and production, of the market value at the wells, as produced, of all oil, gas and other hydrocarbon substances (hereinafter collectively referred to as "Oil and Gas") produced, saved and sold under the lease assigned hereby and any extension or renewal thereof; such production payment shall be computed and paid at the same time and in the same manner as royalties payable to the United States of America under the terms of such lease are computed and paid.

Such five percent of eight-eighths (5% of 8/8ths), out of which such production payment shall be paid, shall absorb and be reduced by any and all existing overriding royalties, or similar burdens on production to which such lease may be subject as of the date hereof, except the royalty payable to the United States of America. All applicable taxes levied or assessed against the part of production to be applied to the satisfaction of such production payment shall be deducted and paid out of such interest.

Such production payment shall terminate with respect to each producing formation of each producing well upon a final determination that 90% of the economically recoverable reserves of Oil and Gas with respect thereto has been produced and sold. In the event of any disagreement hereunder as to when the 90% point has been reached or as to the value of the economically recoverable reserves, the production payment holder and Assignee will each appoint a petroleum engineer to reach an agreement, but if they are unable to do so, the two engineers will appoint a third independent petroleum engineer to determine a solution.

In the event that the lease from which this production payment is reserved is unitized or pooled with other lands, Assignor reserves to himself, his heirs, successors and assigns, a production payment from the production, as hereinabove described, from the unitized or pooled area, which reserved interest shall be 5% of 8/8ths of the percentage that the acreage from this lease included in such pooled or unitized area bears to the total of such pooled or unitized acreage. This interest shall terminate in the same manner as described in the third paragraph of this Exhibit.

The interest hereby reserved by Assignor constitutes a "production payment retained on the sale of a mineral property" within the meaning and purpose of Section 636(b) of the Internal Revenue Code, Treasury Regulations Section 1.636-1(a)(1)(i) and 1.636-3 (a)(1), and Internal Revenue Service Private Letter Ruling 7952161, dated September 27, 1979.

In the event Assignee shall desire to surrender, relinquish or let expire the lease herein assigned, or the acreage covered hereby, in whole or in part, said Assignee shall notify Assignor by Registered or Certified Mail forty-five days prior to relinquishment or expiration, and said Assignor shall have fifteen days from receipt of such notice 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.

Assignee shall furnish Assignor reports of production in reasonable detail at least quarterly and shall permit Assignor or Assignor's agent reasonable examination of its books and records relating to such production. Assignee shall use its best efforts affected by this assignment against drainage. The provisions hereof shall extend to the heirs, successors and assigns of the parties hereto.

1. USE OF FORM – Use only
interest in oil and gas lease
is made out of a lease, a s
required for each assignme
Assignment shall be used fo
assignment is made.

2. FILING AND NUMBER OF C
and manually signed copies
$25.00 nonrefundable filing fe
File Assignment within nine
execution.

STATE OF LOUISIANA

PARISH OF ORLEANS

Date March 9, 1985

Signature
Chadwick Partnership
By: Edward B. Poitevent, II
Designated Partner

The foregoing instrument was acknowledged before me by Edward B. Poitevent, II designated Partner for the Chadwick Partnership this 9th day of March, 85.

Witness my hand and official seal.

Notary Public

Commission Expires: My Term

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-54286

Lease effective date
January 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART 1

1. Assignee's Name
See the attached rider

Address *(include zip code)*

undersigned, as owner of 45 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns
he assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment

Assignment approved as to lands described below
209572

Township 37 North, Range 110 West, 6th P.M.
Section 2: $SE\frac{1}{4}SE\frac{1}{4}$
Section 3: $SW\frac{1}{4}SW\frac{1}{4}$
Section 4: $S\frac{1}{2}S\frac{1}{2}$
Section 9: $W\frac{1}{2}$
Section 12: $N\frac{1}{2}NW\frac{1}{4}$
Containing 640.00 acres, more or less
Sublette County, Wyoming

RECORDED November 25 1985 2:30 P M
IN BOOK 75 Oil PAGE 792
FEE $25.75 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Deluce

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 oversignt or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 9/18/85 Signed for Identification

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	44.7438%
4. Specify interest or percent of record title interest being retained by assignor, if any	.2562%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4.95% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day, averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of September, 1985.

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)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
2. Of the age of majority in the State where the lands to be assigned are located.
3. In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of October, 19 85.

HPC INC. R.W. Ponfick

(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202

(Assignee's Address)

for R.W. Ponfick/Attorney in Fact

Witness: J H Gray

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of Sept., 1985.

Witness my hand and official seal.

Deborah Lynn Day
Notary Public

My commission expires:

County of Natrona, Wyoming
My Commission Expires June 18, 1988

[redacted] [redacted] [redacted]

HPC, Inc.
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531
20% of 100%

Gordon Saathoff
P. O. Box 1355
Evansville, WY 82636
9.00% of 100%

Bill D. Farleigh
P. O. Box 3215
Casper, Wyoming 82602
4.50% of 100%

Reiane M. Burton
P. O. Box 2934
Casper, Wyoming 82602
1.9116% of 100%

James M. Brown
P. O. Box 987
Hayden Lake, ID 83835
1.9116% of 100%

Homme Family Trust
Orrin R. Homme, Trustee
P. O. Box 654
Rancho, Mirage, CA 92270
0.6750% of 100%

Rex L. Randolph
P. O. Box 571
Casper, Wyoming 82602
2.2478% of 100%

Lowell J. Spicer
P. O. Box 338
Neosho, MI 64850
2.2478% of 100%

Paul J. Meyer
P. O. Box 7411
Waco, Texas 76710
0.90% of 100%

William C. Armor, Jr.
111 West Second Street, Suite 214
Casper, Wyoming 82601
1.350% of 100%

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 September , 19 85 .

Paul J. Meyer
(Assignee's Signature)

P. O. Box 7411
(Assignee's Address)

Waco, TX 76710
(City) (State) (Zip Code)

PART II

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Executed this 30th day of September , 19 85 .

William C. Armor Jr.
(Assignee's Signature)

111 West Second Street Suite 214
(Assignee's Address)

William C. Armor, Jr.
(Assignee's Signature)

Casper, WY 82601
(City) (State) (Zip Code)

PART II

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

Lowell J. Spicer
(Assignee's Signature)

Lowell J. Spicer

P. O. Box 338
(Assignee's Address)

Neosho, MI 64850
(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

/s/

(Assignee's Signature)

P. O. Box 571

(Assignee's Address)

Rex L. Randolph

Casper, WY 82602

(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 1985

HOMME FAMILY TRUST

(Assignee's Signature)

Orrin R. Homme, Trustee

P. O. Box 654

(Assignee's Address)

Rancho Mirage, CA 92270

(City) (State) (Zip Code)

PART II

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

(Assignee's Signature)

James M. Brown

P. O. Box 987

(Assignee's Address)

Hayden Lake, ID 83835

(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Rejane Burton
(Assignee's Signature)

P. O. Box 2934
(Assignee's Address)

Rejane M. Burton

Casper, WY 82602
(City) (State) (Zip Code)

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Bill D. Farleigh
(Assignee's Signature)

P. O. Box 3215
(Assignee's Address)

Bill D. Farleigh

Casper, WY 82602
(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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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 September , 19 85 .

Gordon Saathoff
(Assignee's Signature)

Gordon Saathoff

P. O. Box 1355
(Assignee's Address)

Evansville, WY 82636
(City) (State) (Zip Code)

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-59772

Lease effective date September 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name

See the attached rider

Address *(include zip code)*

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 7: Lots 1, 2, 3, 4, E½, E½W½

Township 36 North, Range 111 West, 6th P.M.
Section 12: All
Sublette County, Wyoming
1244.92 acres, more or less

Assignment approved as to lands described below

209573

RECORDED November 25 1985 2:30 P M
IN BOOK 75 Or-T PAGE 804
FEES $28.75 Lana J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 oversignt or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 9/18/85 Signed for Identification Kenneth K. Farmer

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	97.493%
4. Specify interest or percent of record title interest being retained by assignor, if any	2.507%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	5% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of September, 19 85.

Kenneth K. Farmer
(Assignor's Signature)

P. O. Box 3402
(Assignor's Address)

Casper, WY 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

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.

804

805

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 October, 1985.

HPC INC.

R.W. Ponfick

(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202

(Assignee's Address)

RP R.W. Ponfick/Attorney in Fact

Witness: J H Young

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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.

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

Witness my hand and official seal.

Deborah Rynerson
Notary Public

My commission expires:

Deborah Lynn Rynerson Notary Public
County of Natrona Wyoming
My Commission Expires June 18, 1988

[redacted] [redacted] [redacted]

HPC, Inc.
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531
70% of 100%

Gordon Saathoff
P. O. Box 1355
Evansville, WY 82636
10% of 100%

Bill D. Farleigh
P. O. Box 3215
Casper, Wyoming 82602
5% of 100%

Rejane M. Burton
P. O. Box 2934
Casper, Wyoming 82602
2.1240% of 100%

James M. Brown
P. O. Box 987
Hayden Lake, ID 83835
2.1240% of 100%

Homme Family Trust
Orrin R. Homme, Trustee
P. O. Box 654
Rancho, Mirage, CA 92270
.7500% of 100%

Rex L. Randolph
P. O. Box 571
Casper, Wyoming 82602
2.4975% of 100%

Lowell J. Spicer
P. O. Box 338
Neosho, MI 64850
2.4975% of 100%

Paul J. Meyer
P. O. Box 7411
Waco, Texas 76710
1.00% of 100%

William C. Armor, Jr.
111 West Second Street, Suite 214
Casper, Wyoming 82601
1.5% of 100%

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 20th day of September, 19 85.

Paul J. Meyer

(Assignee's Signature)

P. O. Box 7411

(Assignee's Address)

Waco, TX 76710

(City) (State) (Zip Code)

[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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Bill D Farleigh
(Assignee's Signature)

P. O. Box 3215
(Assignee's Address)

Bill D. Farleigh

Casper, WY 82602
(City) (State) (Zip Code)

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Rejane M. Burton
(Assignee's Signature)

P. O. Box 2934
(Assignee's Address)

Rejane M. Burton

Casper, WY 82602
(City) (State) (Zip Code)

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

(Assignee's Signature)

James M. Brown

P. O. Box 987
(Assignee's Address)

Hayden Lake, ID 83835

8/0

8.11

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 1985

HOMME FAMILY TRUST

(Assignee's Signature)

Orrin R. Homme, Trustee

P. O. Box 654

(Assignee's Address)

Rancho Mirage, CA 92270

(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

—f - —

(Assignee's Signature)

Rex L. Randolph

P. O. Box 571

(Assignee's Address)

Casper, WY 82602

(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Lowell J Spicer
(Assignee's Signature)

Lowell J. Spicer

P. O. Box 338
(Assignee's Address)

Neosho. MI 64850
(City) (State) (Zip Code)

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Gordon Saathoff
(Assignee's Signature)

Gordon Saathoff

P. O. Box 1355
(Assignee's Address)

Evansville, WY 82636
(City) (State) (Zip Code)

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

William C. Armor Jr.
(Assignee's Signature)

William C. Armor, Jr.

111 West Second Street Suite 214
(Assignee's Address)

Casper, WY 82601
(City) (State) (Zip Code)

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-48830

Lease effective date
February 1, 1975

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
See the attached rider

Address *(include zip code)*

The undersigned, as owner of 45 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 1,831.52 acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

209574

RECORDED November 25 1985 2:30 PM
IN BOOK 25 Oil & G PAGE 816
FEES $25.50 Lavon Upton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 oversignt or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 9/18/85 Signed for Identification

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	44.7506
4. Specify interest or percent of record title interest being retained by assignor, if any	.2562%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.35% of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of September, 19 85.

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)

_____
(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.*

816

817

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 October, 1985.

HPC INC.

R.W. Ponfick

(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202

(Assignee's Address)

R.W. Ponfick/Attorney in Fact

Witness:

(City) (State) (Zip Code)

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 1st day of October, 1985, before me, a Notary Public in and for said County and State, came the above named R. W. PONFICK, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney-in-Fact of said HPC, INC., 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 said corporation 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: 2/3/87

Ashley Newell
Notary Public
1225 17th Street, Suite 3100
Denver, CO 80202-5531

request for approval.

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

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 18, 1988

Deborah Lynn Jay
Notary Public

[redacted] [redacted] [redacted]

HPC, Inc.
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531
20% of 100%

Gordon Saathoff
P. O. Box 1355
Evansville, WY 82636
9.00% of 100%

Bill D. Farleigh
P. O. Box 3215
Casper, Wyoming 82602
4.50% of 100%

Rejane M. Burton
P. O. Box 2934
Casper, Wyoming 82602
1.9116% of 100%

James M. Brown
P. O. Box 987
Hayden Lake, ID 83835
1.9116% of 100%

Homme Family Trust
Orrin R. Homme, Trustee
P. O. Box 654
Rancho, Mirage, CA 92270
0.6750% of 100%

Rex L. Randolph
P. O. Box 571
Casper, Wyoming 82602
2.2478% of 100%

Lowell J. Spicer
P. O. Box 338
Neosho, MI 64850
2.2478% of 100%

Paul J. Meyer
P. O. Box 7411
Waco, Texas 76710
0.90% of 100%

William C. Armor, Jr.
111 West Second Street, Suite 214
Casper, Wyoming 82601
1.350% of 100%

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

William C. Armor, Jr.
(Assignee's Signature)

William C. Armor, Jr.

111 West Second Street Suite 214
(Assignee's Address)

Casper, WY 82601
(City) (State) (Zip Code)

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Paul J. Meyer
(Assignee's Signature)

P. O. Box 7411
(Assignee's Address)

Waco, TX 76710
(City) (State) (Zip Code)

820

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Executed this 30th day of September, 19 85.

Lowell J. Spicer
(Assignee's Signature)

Lowell J. Spicer

P. O. Box 338
(Assignee's Address)

Neosho, MT 64850
(City) (State) (Zip Code)

[redacted]

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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Executed this 30th day of September, 19 85.

HOME FAMILY TRUST

(Assignee's Signature)

Orrin R. Home, Trustee

P. O. Box 654

(Assignee's Address)

Rancho Mirage, CA 92270

(City) (State) (Zip Code)

PART II

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Executed this 30th day of September, 19 85.

Bill D. Farleigh

(Assignee's Signature)

Bill D. Farleigh

P. O. Box 3215

(Assignee's Address)

Casper, WY 82602

(City) (State) (Zip Code)

822 + 823

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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Executed this 30th day of September, 19 85.

Gordon Saathoff
(Assignee's Signature)

Gordon Saathoff

P. O. Box 1355
(Assignee's Address)

Evansville, WY 82636

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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Executed this 30th day of September, 19 85.

James M. Brown
(Assignee's Signature)

P. O. Box 987
(Assignee's Address)

Hayden Lake, ID 83835
(City) (State) (Zip Code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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Executed this 30th day of September, 19 85.

(Assignee's Signature)

P. O. Box 571
(Assignee's Address)

Rex L. Randolph

Casper, WY 82602

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

Rejane M. Burton

(Assignee's Signature)

P. O. Box 2934
(Assignee's Address)

Casper, WY 82602

824x 825 (City) (State)

826

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-53091

Lease effective date
January 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART 1

Assignee's Name
See the attached rider

Address (include zip code)

The undersigned, as owner of 45 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

209575

RECORDED November 15, 1985 2:30 PM
IN BOOK 75 Misc. PAGE 826
FEES $20.00 Nancy Glade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 the Assignment.

Date: 9/18/85 Signed for Identification

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	44.7438%
4. Specify interest or percent of record title interest being retained by assignor, if any	.2562%
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 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 September, 19 85.

Kathleen 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)

_____
(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this form in accordance with 43 CFR 3106

[redacted] PAGE [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

2. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this assignment are:

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c. 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.

4. It is HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 1st day of October, 19 85.

HPC INC.

R.W. Ponfick

(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202

(Assignee's Address)

R.W. Ponfick/Attorney In Fact

Witness: [illegible]

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of 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.

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer

this 18th day of September, 1985.

Witness my hand and official seal.

Notary Public

My commission expires:

County of Natrona, Wyoming
My Commission Expires June 18, 1988

HRC, Inc.
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5511
20% of 100%

Gordon Southoff
P. O. Box 1355
Evansville, WY 82636
9.00% of 100%

Bill D. Fairclough
P. O. Box 3215
Casper, Wyoming 82602
4.50% of 100%

Richard M. Burton
P. O. Box 2934
Casper, Wyoming 82602
1.91164% of 100%

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Waco, Texas 76710
8.90% of 100%

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Executed this 30th day of September, 19 85.

Paul J. Meyer
(Assignee's Signature)

P. O. Box 7411
(Assignee's Address)

Waco, TX 76710

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William C. Amor Jr.
(Assignee's Signature)

William C. Amor, Jr.

111 West Second Street Suite 214
(Assignee's Address)

Casper, WY 82601

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(Assignee's Signature)

P. O. Box 571
(Assignee's Address)

Rex L. Randolph

Casper, WY 82602

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Lowell J. Spicer
(Assignee's Signature)

Lowell J. Spicer

P. O. Box 338
(Assignee's Address)

Neosho, MT 64850

PART II

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(Assignee's Signature)
James M. Brown

P. O. Box 987
(Assignee's Address)

Hayden Lake, ID 83835

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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 September, 1985.

HOMME FAMILY TRUST

(Assignee's Signature)
Orrin R. Homme, Trustee

P. O. Box 654
(Assignee's Address)

Rancho Mirage, CA 92270

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.

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

(Assignee's Signature)
ReJane M. Button

P. O. Box 2934
(Assignee's Address)

Casper, WY 82602

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( ) in 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.
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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Gordon Saathoff
(Assignee's Signature)

P. O. Box 1355
(Assignee's Address)

Gordon Saathoff

Evansville, WY 82636
(City) (State) (Zip Code)

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.
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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Bill D. Farleigh
(Assignee's Signature)

P. O. Box 3215
(Assignee's Address)

Bill D. Farleigh

Casper, WY 82602

838

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

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

See the attached rider

Address (include zip code)

Undersigned, as owner of 45 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to 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 37 North, Range 110 West, 6th P.M. Section 23: NW¼SW¼ Containing 40.00 acres, more or less Sublette County, Wyoming	209576 209576 RECORDED November 25 1985 at 2:30 PM IN BOOK 75 Misc PAGE 838 FEES $ 28.75 Sara J. Yoder COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McClure

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 the Assignment.

Date: 9/18/85 Signed for Identification

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	44.74388
4. Specify interest or percent of record title interest being retained by assignor, if any	.25628
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	4.958 of 8/8ths

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 18th day of September, 1985.

Kenneth K. Farmer
(Assignor's Signature)

P. O. Box 3102
(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)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this form in accord-

[redacted] PART II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

SSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0–5(b)) in this ssignment are:

itizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; r any State or Territory thereof; or municipalities.

t the age of majority in the State where the lands to be assigned are located.

n 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 condi- on 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 nowledge and belief and are made in good faith.

cuted this 15th day of October, 19 85.

HPC INC.

R.W. Ponfick/Attorney In Fact
(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202
(Assignee's Address)

Witness: [signature]

(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

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.

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.

1. 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 [illegible]

STATE OF Wyoming

COUNTY OF Natrona

This 18th day of September, 1985, the foregoing instrument was acknowledged before me by Kenneth K. Farmer

Witness my hand and official seal.

Deborah Kuyvenhoven
Notary Public

My Commission expires:

Notary Public
County of Natrona State of Wyoming
My Commission Expires June 18, 1988

[redacted] [redacted] [redacted]

IHC, Inc.
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202 5511
20% of 100%

Gordon Santhoff
P. O. Box 1155
Evansville, WY 82636
9.00% of 100%

Bill D. Farleigh
P. O. Box 3215
Casper, Wyoming 82602
4.50% of 100%

Bejamin M. Burton
P. O. Box 2934
Casper, Wyoming 82602
1.9116% of 100%

James M. Brown
P. O. Box 987
Hayden Lake, ID 83835
1.9116% of 100%

Ikenn Family Trust
Orrin R. Ikenn, Trustee
P. O. Box 654
Rancho, Mirage, CA 92270
0.6750% of 100%

Rex L. Randolph
P. O. Box 571
Casper, Wyoming 82602
2.2478% of 100%

Lowell J. Spicer
P. O. Box 338
Neosho, MI 64850
2.2478% of 100%

Paul J. Meyer
P. O. Box 7411
Waco, Texas 76710
0.90% of 100%

William C. Armor, Jr.
111 West Second Street, Suite 214
Casper, Wyoming 82601
1.350% of 100%

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 September, 19 85.

Paul J. Meyer
(Assignee's Signature)

P. O. Box 7411
(Assignee's Address)

Waco, TX 76710

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

Lowell J. Spicer
(Assignee's Signature)

P. O. Box 338
(Assignee's Address)

Moorhead, MT 64850

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:

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Executed this 30th day of September, 19 85.

William C. Armor, Jr.
(Assignee's Signature)

111 West Second Street Suite 214
(Assignee's Address)

Casper, WY 82601

546 + 542

843 844 845

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

(Assignee's Signature)

Rex L. Randolph

P. O. Box 571
(Assignee's Address)

Casper, WY 82602

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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Executed this 30th day of September, 1985.

HOMME FAMILY TRUST

(Assignee's Signature)

Orrin R. Homme, Trustee

P. O. Box 654
(Assignee's Address)

Rancho Mirage, CA 92270
(City) (State) (Zip Code)

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

(Assignee's Signature)

James M. [redacted]

P. O. Box 987
(Assignee's Address)

[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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

Rejane M. Burton
(Assignee's Signature)

P. O. Box 2934
(Assignee's Address)

Rejane M. Burton

Casper, WY 82602
(City) (State) (Zip Code)

847 & 848 & 849

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Bill D. Farleigh
(Assignee's Signature)

P. O. Box 3215
(Assignee's Address)

Bill D. Farleigh

Casper, WY 82602

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:

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September , 19 85 .

Gordon Saathoff
(Assignee's Signature)

P. O. Box 1355
(Assignee's Address)

Gordon Saathoff

Evansville, WY 82636

(City) (State) (Zip Code)

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-59388

Lease effective date
July 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

209577

PART I

1. Assignee's Name
See the attached rider

Address *(include zip code)*

Undersigned, as owner of 50% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to 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 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	RECORDED November 25 1985 2:30 PM IN BOOK 25 O & G PAGE 850 FEES $28.75 Laura J. Lake COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McClure

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 oversignt or clerical error, except liability not to exceed the amount that was paid for the Assignment.

Date: 9/18/85 Signed for Identification

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	47.493%
4. Specify interest or percent of record title interest being retained by assignor, if any	2.507%
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 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the 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 September, 1985.

(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)

(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.

850

857

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 October, 1985.

HPC INC.

(Assignee's Signature)

1225 17th ST. SUITE 3100
DENVER, CO. 80202

(Assignee's Address)

R.W. Ponfick/Attorney in Fact

Witness: _____

(City) (State) (Zip Code)

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 1st day of October, 1985, before me, a Notary Public in and for said County and State, came the above named R. W. PONFICK, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney-in-Fact of said HPC, INC., 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 said corporation for the uses and purposes therein set forth.

SEAL NOTARY PUBLIC STATE OF COLORADO

WITNESS my hand and official seal on the day and year last above written.

My Commission Expires: 2/3/89

Notary Public
1225 17th Street, Suite 3100
Denver, CO 80202-5531

PRINCIPAL PURPOSE – The information is to be used to process the assignment and request for approval.

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or

STATE OF Wyoming

COUNTY OF Natrona

The foregoing instrument was acknowledged before me by Kenneth K. Farmer this 18th day of September, 1985.

Witness my hand and official seal.

Deborah Lynn Jay Notary Public
Natrona County of Wyoming
My Commission Expires June 18, 1988

My commission expires:

Notary Public

HPC, Inc. 20.00% of 100%
17th Street Plaza
1225 17th Street
Suite 3100
Denver, Colorado 80202-5531

James M. Brown 2.1240% of 100%
P. O. Box 987
Hayden Lake, ID 83835

Kenneth K. Farmer 2.507% of 100%
P. O. Box 3402
Casper, Wyoming 82602

Lowell J. Spicer 2.4975% of 100%
P. O. Box 338
Bowler, MI 64050

William C. Armor, Jr. 1.50% of 100%
111 West Second, Suite 214
Casper, Wyoming 82601

Rex L. Randolph 2.4975% of 100%
P. O. Box 571
Casper, Wyoming 82602

Gordon Saathoff 10.00% of 100%
P. O. Box 1355
Evansville, WY 82636

Rejane M. Burton 2.124% of 100%
P. O. Box 2934
Casper, Wyoming 82602

Homme Family Trust 0.75% of 100%
Orrin R. Homme, Trustee
P. O. Box 654
Rancho Mirage, CA 92270

Bill D. Farleigh 5.0% of 100%
P. O. Box 3215
Casper, Wyoming 82602

Paul J. Meyer 1.0% of 100%
P. O. Box 7411
Waco, Texas 76710

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

Bill D. Farleigh
(Assignee's Signature)

P. O. Box 3215
(Assignee's Address)

Bill D. Farleigh

Casper, WY 82602
(City) (State) (Zip Code)

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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Executed this 30th day of September, 1985.

HOMME FAMILY TRUST

(Assignee's Signature)

P. O. Box 654
(Assignee's Address)

Orrin R. Homme, Trustee

Rancho Mirage, CA 92270

PART II

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Executed this 30th day of September, 19 85.

Gordon Saathoff
(Assignee's Signature)

P. O. Box 1355
(Assignee's Address)

Gordon Saathoff

Evansville, WY 82636

PART II

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Executed this 30th day of September, 19 85.

Rejane M. Burton
(Assignee's Signature)

P. O. Box 2934
(Assignee's Address)

Casper, WY 82602
(City) (State) (Zip Code)

[redacted] ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT [redacted]

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

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Executed this 30th day of September, 19 85.

(Assignee's Signature)

Rex L. Randolph

P. O. Box 571
(Assignee's Address)

Casper, WY 82602

PART II
ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

William C. Armor, Jr.
(Assignee's Signature)

William C. Armor, Jr.

111 West Second Street Suite 214
(Assignee's Address)

Casper, WY 82601
(City) (State) (Zip Code)

[redacted] [redacted] [redacted]

854

8.55

[redacted]

PART II

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

Lowell J. Spicer
(Assignee's Signature)

P. O. Box 338
(Assignee's Address)

Neosho, MI 64850

PART II

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Executed this 30th day of September, 19 85.

Kenneth K. [redacted]
(Assignee's Signature)

P. O. Box 3402
(Assignee's Address)

Casper, WY [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 30th day of September, 19 85.

(Assignee's Signature)

Paul J. Meyer

P. O. Box 7411
(Assignee's Address)

Waco, TX 76710
(City) (State) (Zip Code)

PART II

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Executed this 30th day of September, 19 85.

(Assignee's Signature)

James M. Brown

P. O. Box 987
(Assignee's Address)

Hayden Lake, ID 83835
(City) (State) (Zip Code)