[redacted] WYOMING S[redacted]FFICE [redacted]

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 3rd day of June A.D., 19 86 by and between ADDYS KIGGENS, of 1819 Terrace Place, Delano, CA 93215 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND of 139 West 2nd Street, Casper, WY 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-fourth of one---------- percent (¼ 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 , as lessee, under date of December 1, 1965, bearing Wyoming Serial No. 0320841(A) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Sec. 32: Lots 1,2,3,4, N½S½, N½ (All)
containing 662.95 acres, more or less.

212370

RECORDED June 13 1986 1:30 P M
IN BOOK 47 O & G PAGE 1
FEES $4.00 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, heirs, personal representatives and assigns, forever, effective July 1, 1986.

WITNESS our hand and seal this 3rd day of June, 1986

Addys Kiggens
Addys Kiggens

STATE OF CALIFORNIA
COUNTY OF KERN } SS.

On this 3rd day of June, A.D., 1986, before me personally appeared 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: April 14, 1989

VIVIAN E. KNIGHT

Vivian E. Knight
Notary Public

OFFICIAL SEAL
VIVIAN E. KNIGHT
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
My Commission Exp. April 14, 1989

WY 3100-107 (Mar. 1982)

2 BUREAU OF LAND MANAGEMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 3rd day of June A.D., 19 86 by and between DONALD G. KENDALL, of P. O. Box 10929, Bakersfield, CA 93389 hereinafter called Assignor and, WOLD UNIVERSITY ENDOWMENT FUND of 139 West 2nd Street, Casper, WY 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 him 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-fourth of one---------- percent (¼ 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 , as lessee, under date of December 1, 1965, bearing Wyoming Serial No. 0320841(A) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Sec. 32: Lots 1,2,3,4, N½S½, N½ (All);

containing 662.95 acres, more or less.

212371

RECORDED June 13 1986 1:30 P M
IN BOOK 77 Oil & Gas PAGE 2
FEES $4.00 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, its heirs, personal representatives and assigns, forever, effective July 1, 1986.

WITNESS our hand and seal this 3rd day of June, 19 86.

Donald G. Kendall

STATE OF CALIFORNIA
} SS.
COUNTY OF KERN

On this 3rd day of June, A.D., 19 86, before me personally appeared DONALD G. KENDALL 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 official seal the day and year last above written.

My commission expires: April 14, 1989

VIVIAN E. KNIGHT

Vivian E. Knight
Notary Public

OFFICIAL SEAL
VIVIAN E. KNIGHT
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
My Commission Exp. April 14, 1989

WY 3100-107 (Mar. 1982)

[redacted] [redacted] [redacted]

LEASE NO. 638101---

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Colorado

does 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 February 1976, made and entered into between

USA-W-53388 Lessor

and John D. Mohrle Lessee

said lease being recorded in Book 67, on Page 103, 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 32 North, Range 113 West
Section 30: Lots 1, 2, 3, 4, E/2 W/2

Containing approximately 321.83 acres more or less.

212417

RECORDED June 18 1986 10:00 AM
IN BOOK 77 O & G PAGE 3
FEES $4.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

APPROVED
BK KR DPS
LR

Executed this 2nd day of June, 1986

Amoco Production Company

By Claud Neely
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 2nd day of June, 1986, 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 2nd day of June, 1986

My commission expires My Commission Expires March 20, 1989

Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

FORM 796 2-71
Exp. Jan. 1986-1r

AFFIDAVIT

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

R. W. Holder, being duly sworn, deposes and says that:

1. He is the Supervisor--Leases of Belco Development Corporation, 10000 Old Katy Road, Houston, Texas 77055.

2. He is familiar with the following described documents which are attached as Exhibits to this Affidavit:

   a. An Oil and Gas lease identified as WYOMING 0127851. Said lease being effective October 1, 1961 between the United States of America as lessor and Philip Andrews as lessee. Said lease contains 919.95 acres, more or less, in Sublette County, Wyoming.

   b. A BLM decision letter dated April 21, 1961 being a CONSENT TO CHANGES IN LEASE TERMS REQUIRED which amends certain terms of the Oil and Gas lease as a result of Public Law 86-705, approved September 2, 1960.

   c. An assignment of Record Title executed May 18, 1961 and approved effective October 1, 1961 between Philip Andrews as assignor and Belco Petroleum Corporation as assignee, containing 919.95 acres, more or less, in Sublette County, Wyoming.

3. Reported federal and state decisions hold that constructive notice exists as to all instruments recorded in the county records which concern federal oil and gas leases, and that only by recording such instruments in the county records is the protection afforded by the recording statutes obtained. Therefore, for the purpose of invoking the legal protection of constructive notice as to the above described assignments, Affiant has executed this Affidavit which he will cause to be recorded in the records of the Sublette County Clerk, State of Wyoming.

BELCO DEVELOPMENT CORPORATION

BY R. W. Holder
R. W. Holder
Supervisor--Leases
"Affiant"

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. W. Holder, known to me to be the person whose name is subscribed to the foregoing instrument as the Supervisor--Leases of BELCO DEVELOPMENT 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 9th day of May, 1986.

My Commission Expires:
12-14-87

212431

Debra J. Dennis
Debra J. Dennis
Notary Public in and for
the State of Texas

RECORDED June 18 1986 at 1:30 P M
IN BOOK 77 Oil & G PAGE 3A
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

316K/119

[redacted]

FACSIMILE REPRODUCTION by Tatlock's, Majestic Building, Denver, Colorado

Form 4—1175
(May 1960)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W-0127851

Effective Date of Base Lease

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title in the above-designated oil and gas lease, does hereby transfer and assign

to: BELCO PETROLEUM CORPORATION
(Name)

630 Third Avenue, New York 17, N. Y.
(Address)

the record title interest in and to such lease as specified below:

1. Lands affected by this assignment:

T. 30 North, R. 113 West, 6th PM, Sublette County, Wyoming

Section 1: SW¼SW¼
Section 2: Lot 2, S½NE¼, SE¼
Section 12: SE¼NE¼, W½NE¼, SE¼
Section 13: E½

containing 919.95 acres, more or less

NOTE: If Assignee desires to relinquish this lease, in whole or in part, it must give Assignor written notice at least thirty days (30 days) prior to any rental date, whereupon, if Assignor desires a reassignment of this lease, or any part thereof, he must furnish Assignee written notice of his desire within fifteen (15) days of Assignee's notice.

2. Interest of assignor in above-described lands: All

3. Extent of interest conveyed to assignee: All

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*: 3½%

5. Overriding royalties or production payments previously reserved *(State percentage only)*: None

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 the undersigned's knowledge and belief.

Executed this 18th day of May, 1961.

Philip Andrews
(Assignor's signature)

P. O. Box 46
(Address)
310 Woolworth Bldg.,
Boulder, Colorado

Witnessed:

Marjorie L. Robbins Notary Public
(Name)
My Commission expires August 16, 1962
(Address)

THE UNITED STATES OF AMERICA

By W. F. Starkey
(Signing Officer)

W. F. Starkey, Acting Chief
Minerals Section
(Title)

Assignment approved effective:

OCT 1 1961
(Date)

Title 18 USC, sec. 101 makes it a crime for any person knowingly and willfully to make 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).

5

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☐ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* Corporation

and is qualified to take this assignment as shown by statements previously filed with lease Wyo. 01332. *(See Item 2 of Instructions)*

3. Assignee's interests, direct and indirect, in oil and gas leases and applications or offers therefor in the same State together with the acreage in this assignment do not exceed 246,080 chargeable acres, or 100,000 chargeable acres in Alaska.

4. Assignee ☒ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions).*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief.

This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 29th day of May, 19 61.

Attest:

Jack Salts, Secretary

BELCO PETROLEUM CORPORATION

Robert A. Belfer

(Assignee's signature)

~~Lawrence Ruben, Executive Vice President~~
Robert A. Belfer, Vice President

(Address)

630 Third Avenue, New York 17, N. Y.

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 original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in *only one lease.* Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for *each* assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party to this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties; (b) the nature of the agreement between them, if oral; and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

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 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140–192.145 relate to assignments of such leases or interests therein.

GPO 840314 GPO 89 38 12

[redacted] [redacted] In Reply Refer [redacted].50k

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
P. O. BOX 929
CHEYENNE, WYOMING
APR 21 1961
DECISION

Wyoming 0127851
(Serial Number)

Certified Mail
Return Receipt Requested

Philip Andrews
Box 46,
Boulder, Colo.

Oil and Gas

CONSENT TO CHANGES IN LEASE TERMS REQUIRED

Public Law 86-705 approved September 2, 1960, amended the Mineral Leasing Act to require the following changes in the terms of noncompetitive oil and gas leases:

1. Sec. 1 is revised to change the term of the lease from 5 to 10 years and to eliminate the last sentence thereof concerning the extension of the lease.
2. Sec. 2(d)(1)(a)(i) through (iv) is amended to require a rental of 50¢ per acre or fraction of an acre for each lease year.
3. Sec. 2(d)(1)(b)(i) is amended to require payment of $2 per acre or fraction of an acre per year beginning with the first lease year after 30 days notice that all or part of the lands are within a known geologic structure of a producing oil and gas field.
4. Sec. 2(d)(1)(b)(ii) is amended to eliminate the exception that the second and third years rental shall be 25¢ per acre or fraction thereof.

In order to comply with the Mineral Leasing Act as amended you are allowed 30 days from receipt hereof to agree to these revisions by signing the statement shown below in duplicate and returning both copies to this office. Upon failure to comply with these requirements or to appeal within the time specified the offer will be rejected and your advance rental will be returned.

Ernest H. Ellenwood
for Manager

I consent to the amendment of the lease terms in my pending offer to lease as indicated above, and also consent to be bound by all of the provisions of Public Law 86-705, approved September 2, 1960 referred to above.

5-1-61
(Date)

Philip Andrews
(Signature of Offeror)

(Date)

(Signature of Offeror)

Execute in duplicate and return to the Land Office

Form 4-1558
(December 1960)

Exhibit to Affidavit dated May 19, 1966.

Form 4-1158
Seventh Edition
(June 1959)

Facsimile Reproduction
Cheyenne Litho
3619 Evans
Cheyenne, Wyo.

Fill in on typewriter or print plainly in ink and sign in ink.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.4.

Office WYOMING
Serial No. 012785 1

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

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. ~~Mrs.~~ ~~Miss~~ Philip Andrews
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

Box 46
(Number and Street)

Boulder, Colorado.
(City and State)

2. Land requested: State Wyoming County Sublette T. 30 N : R. 113 W : 6th P Meridian

Sec. 1: $SW\frac{1}{4}SW\frac{1}{4}$
Sec. 2: Lot 2, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$,
Sec. 12: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 13: $E\frac{1}{2}$

Total Area 920.00 Acres

3. Land included in lease: State Wyoming County Sublette T. : R. : Meridian

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

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

(*Offeror does not fill in this block*) Total Area 919.95 Acres Rental retained $460.00

4. Amount remitted: Filing fee $10, Rental $460.00, Total $470.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born X Naturalized ..... Corporation or other legal entity (specify what kind): .....

(b) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer do not exceed 46,080 chargeable acres in the same State, or 100,000 chargeable acres in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (*If not the sole party in interest, a statement should be filed as prescribed in 43 CFR 192.42 (e) (3) (iii).*)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filling of this offer."

Offeror duly executed this instrument this ..... day of OCT 21 1960 19.....

Philip Andrews
(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

The lessee has consented to the changes in the lease terms required by the Revision of the Mineral Leasing Act by Public Law 86-705.

THE UNITED STATES OF AMERICA

By Arvin H. Olswold
(Signing officer)

Effective date of lease OCT 1 1961

ARVIN H. OLSWOLD, CHIEF
MINERALS SECTION
(Title)

SEP 18 1961
(Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

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

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

[redacted] [redacted] FOR [redacted]MANT

...ec. 2 (a) (4) is different to require a $10,000 [redacted] bond.

LEASE [redacted]S

[redacted]

SECTION 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease. At the expiration of the initial 5-year term, an application may be made for extension of the lease in accordance with the regulation 43 CFR 192.120.

SEC. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For the first lease year, a rental of 50 cents per acre or fraction thereof.
  (ii) For the second and third lease years, no rental.
  (iii) For the fourth and fifth years, 25 cents per acre or fraction thereof.
  (iv) For the sixth and each succeeding year, 50 cents per acre or fraction thereof.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $1 per acre or fraction thereof.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area, except that the rental for the second and the third lease years for such acreage shall be 25 cents per acre or fraction thereof.

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

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

(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 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders investments, depreciation and costs.

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

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

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

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

(l) *Nondiscrimination.*—In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

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

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval 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 or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to section 1 of the act, and section 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 plan or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

SEC. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

SEC. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

SEC. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease or make default in the performance or observance of any of the terms hereof except payment of rental, and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(b). If less than five copies are filed, the offeror will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4–1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignments.

9. The offer will be rejected and returned to the offeror and will afford the applicant no priority if: (a) The land description does not comply with the requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42 (d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) The offer is signed by an agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the statements and evidence required by 43 CFR 192.42 (e) (4). (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42 (e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item 5 (a) and 5 (e) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of 50 cents an acre on all the leased land as the yearly rental on such lands is $1 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in unit ... leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4–216 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4–467 Lands potentially irrigable; 4–467 (a) Lands within the flow limits of a reservoir site; 4–467 (b) Lands within the drainage area of a constructed reservoir; 4–1223 Lands withdrawn for power purposes; and 4–1383, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

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

Item 6.—If offeror is not the sole party in interest to this offer, a statement containing the following information must be furnished: (a) The names and nature of the interest of all other interested parties; (b) the nature of the agreement between them, if oral; and (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship and acreage holdings of each interested party, and must be filed within 15 days from the filing of this offer.

Items numbered according to numbers on offer form.

U.S. GOVERNMENT PRINTING OFFICE : 1959—O-469217

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072238

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-55586

Lease effective date 8/1/76

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Reading & Bates Petroleum Co. (50%) — Forest Oil Corporation (50%)

Address *(include zip code)*
3200 Mid-Continent Tower
Tulsa, Oklahoma 74103

700 Colorado Federal Bldg.
821 17th Street
Denver, Colorado 80202

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 27 North, Range 105 West

Section 26: All
Section 27: All
Section 34: All
Section 35: N½NE¼, SW¼NE¼, W½, SE¼SE¼

containing 2400.00 acres, more or less
in Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

212442

RECORDED June 19 1986 8:00 AM
BOOK 77 Oil & G PAGE 9
FEES $8.25 Lana 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% (in proportions as shown above)
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% 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 15th day of April, 19 86.
BHP Petroleum (Americas) Inc.

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

BHP Petroleum (Americas) Inc., being the renamed corporate entity formerly named Energy Reserves Group, Inc., said name change being effective on July 11, 1985.

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

Bernard A. Wirth
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.

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAY 27 1986
(Date)

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

[redacted] [redacted] [redacted] Assignee

[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 1st day of May, 1986

FOREST OIL CORPORATION

By: _____ (Assignee's Signature)
Vice President

ATTEST: _____
Assistant Secretary

(Assignee's Address)
821 17th Street, Suite 700
Denver, Colorado 80202

(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 15th day of April, 1986, 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 BHP PETROLEUM (AMERICAS) INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE R. MULL STATE OF COLORADO

My Commission Expires:
3/20/90

Lee R. Mull
Lee R. Mull, Notary Public
P.O. Box 1407, Denver, CO 80201

STATE OF Colorado)
) SS
COUNTY OF Denver)

On this 1st day of May, 19 86, before me appeared William L. Dorn, to me personally known, who, being by me duly sworn, did say that he is Vice President of Forest Oil Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

My Commission Expires Feb. 26, 1987
821 17th Street, Suite 700
Denver Colorado 80202

Notary Public

NOTARY PUBLIC STATE OF COLORADO

PART II W-55586

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 8th day of May , 19 86 .

Drake N. Smiley
(Assignee's Signature)

Drake N. Smiley, Attorney-in-Fact

READING & BATES PETROLEUM CO.
(Assignee's Address)

3200 Mid-Continent Tower

Tulsa (City) OK (State) 74103 (Zip Code)

STATE OF OKLAHOMA
§
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of May, 1986, personally appeared Drake N. Smiley, Attorney-in-Fact for Reading & Bates Petroleum Co. to me known to be the identical person who subscribed the name of the make thereof to the within and foregoing instrument, 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 above written.

My Commission Expires:

July 7, 1988

Kathleen A. Lapp
Notary Public

KATHLEEN A. LAPP NOTARY PUBLIC IN AND FOR TULSA COUNTY, STATE OF OKLAHOMA

connection with information required by this assignment and request for approval.

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

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

ROUTINE USES:

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

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

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

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

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

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

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No. W-55584

Lease effective date 8/1/76

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Reading & Bates Petroleum Co. (50%)

Forest Oil Corporation (50%)

Address *(include zip code)*

3200 Mid-Continent Tower
Tulsa, Oklahoma 74103

700 Colorado Federal Bldg.
821 17th Street
Denver, Colorado 80202

The undersigned, as owner of 50 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North Range 105 West Section 4: Lots 1,2,3,4, S½N½, S½ Section 9: All containing 1274.87 acres, more or less in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 212443 RECORDED June 19 1986 8:20 A.M. IN BOOK 77 O&G PAGE 62 FEES $8.25 Lou 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 (in proportions as	100% shown above)
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% 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 15th day of April , 19 86 .

BHP Petroleum (Americas) Inc.

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

Bernard A. Wirth
Attorney-in-Fact

BHP Petroleum (Americas) Inc., being the renamed corporate entity formerly named Energy Reserves Group, Inc., said name change being effective on July 11, 1985.
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

Assignment approved effective JUN 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAY 27 1986
(Date)

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

For Assignee

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 May, 1986

FOREST OIL CORPORATION

By: _____
Vice President (Assignee's Signature)

ATTEST: _____
Assistant Secretary

(Assignee's Address)
821 17th Street, Suite 700
Denver, Colorado 80202

(City) (State) (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 15th day of April, 1986, 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 BHP PETROLEUM (AMERICAS) INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

NOTARY PUBLIC LEE R. MULL STATE OF COLORADO

My Commission Expires:
3/20/90

Lee B Mull
Lee R. Mull, Notary Public
P.O. Box 1407, Denver, CO 802[illegible]

STATE OF Colorado)
) SS
COUNTY OF Denver)

On this 1st day of May, 1986, before me appeared William L. Dorn, to me personally known, who, being by me duly sworn, did say that he is Vice President of Forest Oil Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

My Commission Expires Feb. 26, 1987
821 17th Street, Suite 700
Denver, Colorado 80202

Notary Public

[redacted] W 55584 [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 8th day of May , 19 86 .

Drake N. Smiley
(Assignee's Signature)

Drake N. Smiley, Attorney-in-Fact

READING & BATES PETROLEUM CO.
(Assignee's Address)

3200 Mid-Continent Tower

Tulsa OK 74103
(City) (State) (Zip Code)

STATE OF OKLAHOMA
§
COUNTY OF TULSA

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of May, 1986, personally appeared Drake N. Smiley, Attorney-in-Fact for Reading & Bates Petroleum Co. to me known to be the identical person who subscribed the name of the make thereof to the within and foregoing instrument, 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 above written.

My Commission Expires:
6/6/1988

Kathleen S. Lacy
Notary Public

KATHLEEN S. LACY NOTARY PUBLIC IN AND FOR TULSA COUNTY OKLAHOMA

connection with information required by this assignment and request for approval.

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

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

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

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

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

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

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

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

WY-594

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That CELSIUS ENERGY COMPANY, a Nevada Corporation, P. O. Box 11070, Salt Lake City, Utah 84147, does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas purposes dated May 27, 1971 and executed by Budd and Sons Land Company, a partnership as lessor(s) which lease is shown in the records provided by law for the recording of instruments relating to real property in Sublette County, State of Wyoming, in Book 47 Oil and Gas Leases, Page 161, insofar as said lease covers the following described land in said County and State, to-wit:

T-30-N, R-113-W, 6th P.M.
Sec. 29: SW¼SE¼

Containing 40.00 acres, m/l

IN WITNESS WHEREOF, CELSIUS ENERGY COMPANY has caused this instrument to be executed this 29th day of April, 1986.

ATTEST

Assistant Secretary

CELSIUS ENERGY COMPANY

Vice President, Exploration

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by W. F. Oline as Vice President, Exploration of CELSIUS ENERGY COMPANY, this 29th day of April, 1986.

Witness my hand and official seal.

CAROLYN COULAM NOTARY PUBLIC STATE OF UTAH

Notary Public

My commission expires:

October 1, 1989

212483

RECORDED June 20 1986 8:00 A M
IN BOOK 77 Deed PAGE 15
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
(PPCo, PLF, PLC, ARPCO)
(Other Fields)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated as of January 1, 1985, at 7:00 A.M. local time (the "Effective Time"), is from PARTNERSHIP PROPERTIES CO., a Colorado general partnership ("PPC"), PETRO-LEWIS CORPORATION, a Colorado corporation ("PLC"), and PETRO-LEWIS FUNDS, INC., a Colorado corporation ("PLF"); to AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership ("ARPCO"). PPC, PLC and PLF, when acting in the capacity of assignors or grantors, are herein collectively called "Assignors" and each may individually be called "Assignor." Assignors and ARPCO each have an address at Petro-Lewis Tower, 717 Seventeenth Street, Denver, Colorado 80202.

Recitals

A. In any particular county, one or more of the Assignors holds record title to a portion of the ARPCO Interests (as defined below) as nominee for ARPCO. In any particular county, one or more of the Assignors may also hold record title to a portion of the PLC Interests (as defined below) as nominee for either PLC or PLF in its respective individual corporate capacity.

B. The parties desire to make and execute this Assignment in order to terminate the nominee relationships between Assignors and ARPCO with respect to the ARPCO Interests but to continue the nominee relationships between Assignors and PLC or PLF with respect to the PLC Interests. The parties intend that, after giving effect to this Assignment, record title to the ARPCO Interests shall be held by ARPCO, and record title to each of the PLC Interests shall continue to be held by the Assignor currently holding record title to such interest, as nominee for PLC or PLF, as the case may be, in its respective individual corporate capacity.

C. The ARPCO Interests are the same interests, properties and rights as those described in and subject to the following instruments (collectively, the "Conveyance and Mortgages"):

1. Conveyance of Overriding Royalty Interests dated as of December 31, 1984, from ARPCO and Assignors to American Royalty Partnership, a Colorado general partnership ("ARP"); as amended by Corrective Assignment (Non-LA ORI), executed January 22, 1986, from ARPCO and Assignors to ARP;

2. Mortgage, Deed of Trust, Security Agreement, Assignment, Financing Statement and Fixture Filing (CRED AG) dated as of December 31, 1984, from ARPCO and Assignors to Citibank, N.A. and John W. Grinney, as trustee.

3. Supplement to and Subordination and Partial Release of Mortgage, Deed of Trust, Security Agreement, Assignment, Financing Statement and Fixture Filing (CRED AG), dated to be effective as of December 31, 1984, among ARPCO, et al.;

4. Mortgage, Deed of Trust, Security Agreement, Assignment, Financing Statement and Fixture Filing (LTD GUAR) dated as of December 31, 1984, from ARPCO and Assignors to Citibank, N.A. and John W. Grinney, as trustee; and

212503

RECORDED June 23 1986 11:00AM
IN BOOK 77 O&G PAGE 16
FEES $ 9.00 Lois G. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

16

Return to Petro-Lewis Corporation
P. O. Box 2250, Corporate Fund
Denver, Colorado 80201

5. Supplement to and Subordination and Partial Release of Mortgage, Deed of Trust, Security Agreement, Assignment, Financing Statement and Fixture Filing (LTD GUAR) dated to be effective as of December 31, 1984, among ARPCO, et al.

I.

ARPCO Interests Assignment

FOR $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors hereby transfer, grant, convey and assign to ARPCO the following (all of which are herein called the "ARPCO Interests"):

1. The undivided interests described in Exhibit A attached hereto and made a part hereof in and to the entire estates created by the leases, licenses, permits and other agreements described in Exhibit A (the "Leases"), insofar as the Leases cover and relate to the land either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document (the "Land"); the royalty, overriding royalty, net profits and mineral fee interests, production payments and all other interests, property and rights described in Exhibit A; together with corresponding undivided interests in and to all of the property and rights incident thereto, including, to the extent transferable, all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto; and

2. Corresponding undivided interests in and to all of the personal property, fixtures and improvements now or as of the Effective Time appurtenant to the Leases insofar as the Leases cover and relate to the Land or used or obtained in connection with the operation of the Leases insofar as the Leases cover and relate to the Land or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.

TO HAVE AND TO HOLD the ARPCO Interests unto ARPCO and its successors and assigns forever.

II.

PLC Interests

The following are herein called the "PLC Interests":

1. All of the right, title and interest of Assignors, and each of them, to the extent not included in the ARPCO Interests, in and to the entire estates created by the Leases, insofar as the Leases cover and relate to the Land; all of the right, title and interest of Assignors, to the extent not included in the ARPCO Interests, in and to the royalty, overriding royalty, net profits and mineral fee interests, production payments and all other interests, property and rights described in Exhibit A, insofar as such other interests, property and rights relate to the Leases, the Land or production therefrom; together with all of the right, title and interest of Assignors, to the extent not included in the ARPCO Interests, in and to all of the property and rights incident thereto, including, to the extent transferable, all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farm-outs, options and orders in any way relating thereto;

2. All of the right, title and interest of Assignors, and each of them, to the extent not included in the ARPCO Interests, in and to all of the personal property, fixtures and improvements now or as of the Effective Time appurtenant to the Leases insofar as the Leases cover and relate to the Land or used or obtained in connection with the operation of the Leases insofar as the cover the Land or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto; and

3. All other leasehold interests, overriding royalty interests, mineral interests and other interests, if any, owned by Assignors in and to the Land and the Leases and in or attributable to production therefrom, to the extent not included in the ARPCO Interests.

Record title to each of the PLC Interests shall continue to be held by the Assignor currently holding record title to such interest, as nominee for PLC or PLF, as the case may be, in its individual corporate capacity, as the present beneficial owner of such interest.

III.

Other Terms and Conditions

This Assignment (and the special warranty of title set forth below) is in all respects subject to the royalties provided in the Leases, the terms and provisions of the Leases, and those other burdens imposed thereon or relating thereto that are reflected in Exhibit A or in the calculations used to determine the Working Interest and Net Revenue Interest figures set forth in Exhibit A, including without limitation, overriding royalties, production payments and other interests in production described in Exhibit A, and is subject to the Conveyance and the Mortgages.

This Assignment is executed without warranty of any kind, either express or implied, except that each of PPC, PLC and PLF specially warrants and agrees to defend the title to the ARPCO Interests against the lawful claims and demands of all persons claiming the same or any part thereof by, through and under such party, excepting any person claiming by, through or under the Conveyance or any of the Mortgages, but not otherwise.

Assignors also hereby grant and transfer to ARPCO and its successors and assigns with respect to the ARPCO Interests, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which any of the Assignors is entitled to enforce with respect to the ARPCO Interests against Assignors' respective predecessors-in-title to the ARPCO Interests.

The parties agree that, to the extent required to be operative, the disclaimers of certain warranties contained in this section are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Except as expressly set forth above, the ARPCO Interests are assigned to ARPCO without recourse, covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE AS TO PERSONAL PROPERTY AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

ARPCO hereby assumes and agrees to pay, perform and discharge its proportionate share of all obligations under the Leases, the Conveyance and the Mortgages, and under the agreements and other burdens reflected in Exhibit A.

The references herein to liens, encumbrances, burdens, defects and other matters (excepting, however, the Conveyance and the Mortgages) are for the purpose of defining the nature and extent of Assignors' special warranty and shall not be deemed to ratify or create any rights in third parties.

Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the counties in which the ARPCO Interests are located, except that with respect to federal oil and gas leases affecting areas of the Outer Continental Shelf, such references are to the real property records of the counties located adjacent to the areas covered by such leases.

Separate assignments of the ARPCO Interests to ARPCO may be executed on officially approved forms by Assignors, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the ARPCO Interests conveyed herein.

This Assignment may be executed in any number of counterparts. Each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, the counterpart to be recorded in a given county may contain only those portions of Exhibit A that describe property located in that county. Each party hereto has retained a counterpart of this Assignment with a complete Exhibit A.

Notwithstanding anything to the contrary contained herein, the obligations and warranties contained herein of each party included collectively in the term "Assignors" relate only to each such party and that portion of the ARPCO Interests conveyed by it, and no such party shall be liable for any act, omission or obligation of any other party hereto.

This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED on April 22, 1986, to be effective for all purposes as of the Effective Time.

PARTNERSHIP PROPERTIES CO., a Colorado general partnership

By: PETRO-LEWIS CORPORATION, a Colorado corporation, as general partner

Attest:

By: _____
Larry Gardner
Assistant Secretary

By: _____
Lon McCain
Vice President

PETRO-LEWIS CORPORATION,
a Colorado corporation

Attest:

By: _____
Larry Gardner
Assistant Secretary

By: _____
Lon McCain
Vice President

PETRO-LEWIS FUNDS, INC., a
Colorado corporation

By: _____
Larry Gardner
Assistant Secretary

By: _____
Lon McCain
Vice President

AMERICAN ROYALTY PRODUCING
COMPANY, a Colorado general
partnership

By: PLC-ARPC, INC., a Colorado
corporation, as general
partner

Attest:

By: _____
Larry Gardner
Assistant Secretary

By: _____
David A. Frawley
President

By: PLF-ARPC, INC., a Colorado
corporation, as general
partner

By: _____
Larry Gardner
Assistant Secretary

By: _____
David A. Frawley
President

[SEAL]

ACKNOWLEDGEMENTS

PARTNERSHIP PROPERTIES CO.

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

(Alabama Form)

I, Cheryl Stapleton, a notary public in and for the said county in said state, hereby certify that Lon McCain and Larry Gardner whose names as Vice-President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, as a general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid. Given under my hand and seal of office this 22nd day of April, A.D. 1986.

(California Form)

On this 22nd day of April, in the year of 1986, before me Cheryl Stapleton, a notary public of said state, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this Assignment as Vice President and Assistant Secretary, respectively, on behalf of PETRO-LEWIS CORPORATION, a Colorado corporation, which corporation executed the within Assignment as a general partner on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, and acknowledged to me that the corporation, as general partner of the partnership, and said partnership executed it.

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

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, as general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, who acknowledged that they signed and delivered the foregoing Assignment on behalf of said corporation and said general partnership on this 22nd day of April, A.D. 1986. Given under my hand the day and year in this certificate first above written.

(Texas Form)

The foregoing Assignment was acknowledged before me on April 22, 1986 by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, on behalf of said corporation, as general partner, on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Assignment was acknowledged before me this 22nd day of April, 1986 by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, as general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, on behalf of said general partnership. Witness my hand and official seal.

Cheryl Stapleton
Cheryl Stapleton, Notary Public
in and for the State of Colorado

My commission expires: March 4, 1988.

(SEAL)

PETRO-LEWIS FUNDS, INC.

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

(Alabama Form)

I, Cheryl Stapleton, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this 22nd day of April, A.D. 1986.

(California Form)

On this 22nd day of April, in the year of 1986, before me Cheryl Stapleton, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Assignment as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its Board of Directors.

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

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Assignment on behalf of said corporation on this 22nd day of April, A.D. 1986. Given under my hand the day and year in this certificate first above written.

(Texas Form)

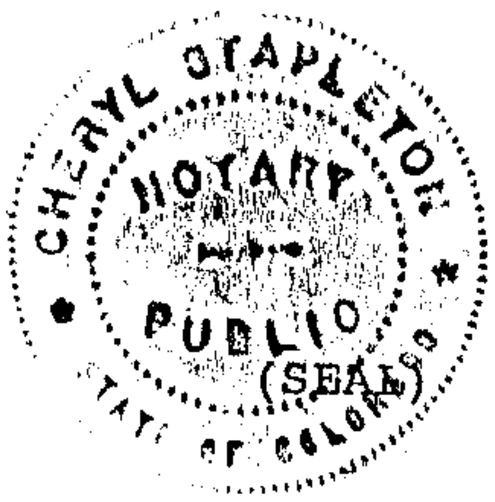
This Assignment was acknowledged before me on April 22, 1986 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively of PETRO-LEWIS FUNDS, INC., Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Assignment was acknowledged before me this 22nd day of April, 1986 by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

Cheryl Stapleton

Cheryl Stapleton, Notary Public
in and for the State of Colorado



My commission expires: March 4, 1988.

PETRO-LEWIS CORPORATION

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

(Alabama Form)

I, Cheryl Stapleton, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this 22nd day of April, A.D. 1986.

(California Form)

On this 22nd day of April, in the year of 1986, before me Cheryl Stapleton, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Assignment as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its Board of Directors.

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

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, who acknowledged that they signed and delivered the foregoing Assignment on behalf of said corporation on this 22nd day of April, A.D. 1986. Given under my hand the day and year in this certificate first above written.

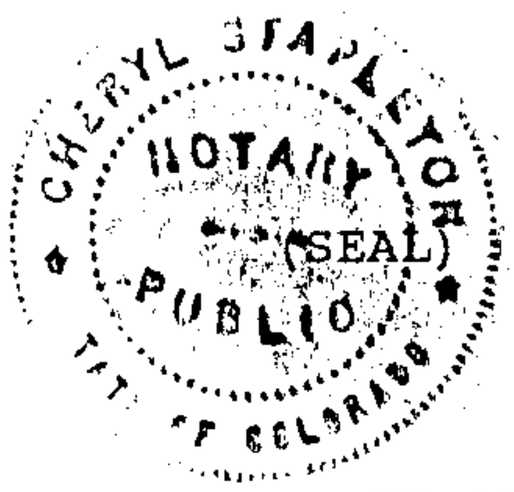
(Texas Form)

This Assignment was acknowledged before me on April 22, 1986 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively of PETRO-LEWIS CORPORATION, Colorado corporation on behalf of said corporation. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Assignment was acknowledged before me this 22nd day of April, 1986 by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, of PARTNERSHIP PROPERTIES CO., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

Cheryl Stapleton
Cheryl Stapleton, Notary Public
in and for the State of Colorado



My commission expires: March 4, 1988.

AMERICAN ROYALTY PRODUCING COMPANY

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

(Alabama Form)

I, Cheryl Stapleton, a notary public in and for said county in said state, hereby certify that David A. Frawley and Larry Gardner, whose names as ~~Vice~~ President and Assistant Secretary, respectively, of PLC-ARPC, INC. and PLF-ARPC, INC., each Colorado corporations, as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporations, acting in their capacity as general partners as aforesaid. Given under my hand this 22nd day of April, A.D. 1986.

(California Form)

On this 22nd day of April, in the year of 1986, before me Cheryl Stapleton, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley and Larry Gardner, known to me (or proved to me on the

basis of satisfactory evidence) to be the persons who executed the within Assignment as ~~Vice~~ President and Assistant Secretary, respectively, on behalf of PLC-ARPC, INC. and PLF-ARPC, INC., respectively, which corporations executed the within Assignment as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, the partnership therein named, on behalf of the partnership, and and acknowledged to me that the corporations, as general partners of the partnership, and said partnership executed 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.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley and Larry Gardner, the ~~Vice~~ President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, who acknowledged that they signed and delivered the foregoing Assignment on behalf of said corporations and said general partnership on this 22nd day of April, A.D. 1986. Given under my hand the day and year in this certificate first above written.

(Texas Form)

This Assignment was acknowledged before me on April 22, 1986 by David A. Frawley and Larry Gardner, ~~Vice~~ President and Assistant Secretary, respectively of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, on behalf of said corporations, as general partners, on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Assignment was acknowledged before me this 22nd day of April, 1986 by David A. Frawley and Larry Gardner, the ~~Vice~~ President and Assistant Secretary respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, on behalf of the corporations as the general partners on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Witness my hand and official seal.

Cheryl Stapleton

Cheryl Stapleton, Notary Public
in and for the State of Colorado

My commission expires: March 4, 1988.

(SEAL)

PREAMBLE TO EXHIBIT A
TO
ASSIGNMENT, BILL OF SALE AND CONVEYANCE

1. Undefined Terms. Capitalized terms used but not defined in this Preamble shall have the meanings specified for them in the Assignment, Bill of Sale and Conveyance to which this Preamble is attached.

2. Scope and General Format of Exhibit. The ARPCO Interests are described in this Exhibit A on a state, county and field basis. This Exhibit A consists of this Preamble, the Index and the description of the ARPCO Interests, which description is separated by state, then county, then field. Within each field the description is further subdivided, where applicable, into Part I-Subpart A, Part I-Subpart B, Part II and Part III.

(a) Part I.

(i) Subpart A. Part I-Subpart A, if any, for each field describes (x) certain ARPCO Interests other than those which any Assignor acquired by virtue of the Conoco Assignments (as hereinafter defined) and (y) the ARPCO Interests located on the Outer Continental Shelf which any Assignor acquired from Conoco effective as of January 1, 1983.

(ii) Subpart B. Part I-Subpart B, if any, for each field (except the Sacatosa Field, Maverick County, Texas) describes ARPCO Interests not located on the Outer Continental Shelf and which any Assignor acquired by virtue of three instruments each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC, one from Conoco to PPC and one from PLC to PPC, which instruments do not provide for any reversion to Conoco of the interests conveyed thereby (the "Conoco Non-Reversionary Assignments").

(b) Part II. Part II, if any, for each field (except the Sacatosa Field, Maverick County, Texas) describes ARPCO Interests which any Assignor acquired from Conoco (other than those located on the Outer Continental Shelf) by virtue of three instruments each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC, one from Conoco to PPC and one from PLC to PPC, such interests being subject to reversion to Conoco at "payout" (the "Conoco Reversionary Assignments").

(c) ARPCO Interests in Sacatosa Field Described in Part I-Subpart B and Part II. The ARPCO Interests described in Part I-Subpart B and Part II for the Sacatosa Field were acquired by Assignors by virtue of two instruments, each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC and one from PLC to PPC (the "Conoco Sacatosa Assignments"). The assignment from Conoco to PLC provides for a reversion to Conoco of an undivided 35 percent of the interests conveyed thereby at "payout." The ARPCO Interests in the Sacatosa Field described in Part I-Subpart B are those conveyed to PLC by such assignment which do not revert to Conoco at payout and the ARPCO Interests in the Sacatosa Field described in Part II are those which do revert to Conoco at payout.

(d) Part III. Part III, if any, for each field describes additional ARPCO Interests not described in Part I or Part II. It is the intent of Assignors and ARPCO that any ARPCO Interests which will remain subject to "tax partnerships" after the Effective Time be described solely in Part III;. if any such ARPCO Interests are set forth in Part I, they shall be deemed instead to be described in Part III.

3. Incorporation of Legal Descriptions. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that any land description in this Exhibit A is incorrect or not legally sufficient, or if no land description is set forth in Exhibit A with respect to an interest described in Exhibit A, the applicable land description contained in the documents so recorded is incorporated by this reference into Exhibit A in substitution for or as such description.

4. General Definitions.

(a) "Burdens" as used herein shall mean all lessors' royalties, overriding royalties, production payments and other similar interests valid and subsisting as of the Effective Time.

(b) "Well" as used in this paragraph 4 shall mean a well producing or capable of producing oil or gas as to the formations indicated in Exhibit A, or, if no such formation is indicated, the formations in which such well is presently producing, or if temporarily shut in, the formations in which the same is presently capable of producing, together with the lease or unit, pool or other communitized area upon which such well is located or applicable to such well. A well completed in more than one formation may be reflected as a separate well with respect to each completion.

(c) The terms "Working Interest" ("WI"), "Operating Interest" ("OI") and "Leasehold Interest" ("LI") are used herein interchangeably and (i) with respect to each lease, shall mean the interest owned by Assignors in and to the full and entire leasehold estate created under and by virtue of such lease and all rights of every kind and character appurtenant thereto or arising therefrom insofar as the said interest in said leasehold estate is burdened with the obligation to bear and pay costs of operations, without regard to any burdens; (ii) with respect to a unit, pool or other communitized area, shall mean the interest in and to the full and entire unitized, pooled or other communitized interest created under and by virtue of each of the unitization, pooling or similar agreements described herein and all rights of every kind and character appurtenant thereto, or arising therefrom insofar as the said interest in said unitized, pooled or other communitized area is burdened with the obligation to bear and pay costs of operations and is created by virtue of Assignors' ownership of interests in the leases described herein, without regard to any Burdens; and (iii) with respect to a well, shall mean the share of the costs of operations conducted thereon which Assignors are obligated to bear by virtue of their ownership of an interest in the lease or unit on which such well is located or by virtue of which Assignors are entitled to a share of the production from such well.

(d) The terms "Net Interest in Production" ("NPI") and "Net Revenue Interest" ("NRI") are used herein interchangeably and (i) with respect to each lease, shall mean the interest in and to applicable production produced, saved and sold from, under or by virtue of such lease, described herein after giving effect to all Burdens; (ii)

[redacted] [redacted] [redacted]

with respect to a unit, pool or other communitized area, shall mean the interest in and to applicable production produced, saved and sold from, under or by virtue of each of the unitization, pooling or similar agreements described herein and the leases or other interests subject thereto and is afforded to Assignors by virtue of their ownership of the Working Interest in such lease, after giving effect to all Burdens; (iii) with respect to royalty, overriding royalty interests and other interests owned by Assignors other than leasehold interests, shall mean the interest in applicable production in, under and by virtue of the described interest, determined after giving effect to any and all burdens which may be applicable to such described interest; and (iv) with respect to a well, that interest in the applicable production produced saved and sold from the existing interval in which such well is completed which is afforded to Assignors by virtue of their ownership of the Working Interest in the Lease on which such well is located, or by virtue of which Assignors are entitled to such interest in production from such well, after deducting all Burdens against the production therefrom.

(e) The term "After-Payout" ("APO") as used herein specifies the Net Revenue Interest and the Working Interest of Assignors after the occurrence of a particular event, such as payout of certain costs with respect to a well or wells, as described in a Lease, one or more of the agreements to which the affected property is stated in this Exhibit A to be subject, or certain assignment instruments in the chain of title to the affected property.

(f) The term "Before-Payout" ("BPO") as used herein specifies the Net Revenue Interest and the Working Interest of Assignors before the occurrence of a particular event, such as payout of certain costs with respect to a well or wells, as described in a Lease, one or more of the agreements to which the affected property is stated in this Exhibit A to be subject, or certain assignment instruments in the chain of title to the affected property.

(g) In the case of certain Federal, Indian and State leases, the ARPCO Interests set forth herein may be in the nature of either record title or operating rights.

(h) "Assignor" or "Assignors" as used in this Exhibit A shall mean Assignors. The following abbreviations shall have the indicated meaning when used in Part I-Subpart A and Part III:

CI	contractual interest
ORI	overriding royalty interest
RI	royalty interest

5. Specific Format of ARPCO Interests Described in Part I-Subpart B and Part II (Interests Acquired from Conoco).

(a) General Format. The Conoco Non-Reversionary Assignments, the Conoco Reversionary Assignments and the Conoco Sacatosa Assignments are referred to herein collectively as the "Conoco Assignments." The Conoco Assignments are recorded as set forth in the "Schedule of Conoco Recording Information" attached as Schedule I to this Preamble. The ARPCO Interests described in Part I-Subpart B and Part II constitute collectively all of Assignors' present interest in the Leases, Land and other property interests and rights described therein conveyed to Assignors by the Conoco Assignments.

(b) The descriptions of certain Leases and Land are repeated in Part I-Subpart A, Part I-Subpart B, Part II and Part III, or some combination thereof. Such multiple descriptions are intentional and the ARPCO Interests attributable to each such description are separate and distinct interests, not the same interests.

(c) Conoco Subject to Agreements. In addition to the agreements and instruments listed in Part I-Subpart B and Part II, if any, for each field, those ARPCO Interests owned by virtue of the Conoco Assignments are subject to the terms and conditions of the following agreements between Conoco and one or more of the entities comprising Assignors, each dated effective as of January 1, 1983: (i) Operating Agreement, (ii) Preferential Right to Purchase Crude Oil and Condensate, (iii) Preferential Right to Purchase Gas and Liquids, (iv) Accounting Agreement, (v) Tax Agreement and (vi) Agreement for Enhanced Oil Recovery Operations.

(d) Specific Format. The format of the description of the Leases and Land in Part I-Subpart B and Part II is as follows:

(i) With respect to each Lease, the description includes the date, the lessor, the recording information, the governmental or state serial number assigned to the Lease (if applicable), a description of the lands covered by the Lease (as limited by depth limitations that may be described herein), and a reference to all amendments, if any, to the Lease. If the description of the Lease or amendments requires, such description may be continued on the final page of the Part I-Subpart B or Part II, as the case may be, for that field. If the recorded instrument is a short form or memorandum of a Lease, the term "Lease" shall be deemed to include all of the terms and provisions of the Lease referred to in such short form or memorandum. Certain property descriptions are in abbreviated form as to Sections, Townships and Ranges. In such descriptions the following terms may be abbreviated as follows: Northwest Quarter - NW, NW/4 or NW1/4; Southwest Quarter - SW, SW/4 or SW1/4; Southeast quarter - SE, SE/4 or SE1/4; Northeast Quarter - NE, NE/4 or NE1/4; North Half - N/2 or N1/2; South Half - S/2 or S1/2; East Half - E/2 or E1/2; and West Half - W/2 or W1/2. The applicable Section, Township and Range may be identified by a series of three numbers, each separated by a dash, with the first number being the Section number, the second number being the Township number and the third number being the Range number. The Township and Range numbers are followed by an N, S, E or W to indicate whether the Township or Range is North, South, East or West, respectively. In some instances, the section number may be stated by itself and not in conjunction with a series of dashed numbers representing the appropriate Township and Range. Thus, for example, the description "N/2 14, SESW 21-29N-8W" means "north one-half of Section 14 and southeast quarter of southwest quarter of Section 21, all in Township 29 North, Range 8 West." Certain descriptions merely refer to the subdivision or survey in which the property is located in whole or in part. In such cases, the recorded Leases and any amendments thereof and any other recorded instruments affecting Assignors' title more particularly describe the land within such subdivision or survey in which Assignors own an interest, and the descriptions contained in such instruments are incorporated herein by this reference.

[redacted] [redacted] [redacted]

(ii) Each well or unit with respect to which the Working or Operating Interest and Net Revenue Interest of Assignors are stated is described as follows: (1) each well is described by reference to Conoco's well name which may or may not be the name stated in the records of the applicable state or federal regulatory authority, and (2) each unit is described by the name used in the instrument creating such unit or, if the instrument contains no such name, then by Conoco's name for such unit. The Property Number is Assignor's internal reference for accounting purposes.

(iii) The symbol SSR following a Net Revenue Interest indicates that the well or unit includes one or more Leases with a sliding scale or step scale royalty or overriding royalty. In such cases, the decimal or percentage interest following such symbol is the sliding scale or step scale royalty or overriding royalty rate which has been used in computing the Net Revenue Interest set forth in Part I-Subpart B and Part II of this Exhibit A. The Net Revenue Interest may increase or decrease with changes in the sliding scale or step scale royalty or overriding royalty rate in accordance with the terms of the instrument creating such sliding scale or step scale royalty or overriding royalty. The matters to which any Lease, well or unit described in Part I-Subpart B and Part II of this Exhibit A are stated to be subject within a given field may burden any Lease, well or unit described in Part I-Subpart B and Part II of this Exhibit A within the same field. The word "Oil" set forth following a Net Revenue or Working or Operating Interest indicates that such interest is in oil production only. The word "Gas" set forth following a Net Revenue or Working or Operating Interest indicates that such interest is in gas production only, excluding casinghead gas and gas produced in association with oil. If the Lease description states that the ARPCO Interest is limited to Gas Rights Only, the Working or Operating Interest and Net Revenue Interest for each well located on, or the right to production from which is attributable to, such Lease are limited to interests in gas production only, excluding casinghead gas and gas produced in association with oil.

(e) For convenience, certain terms have been abbreviated. When used in Part I-Subpart B or Part II, the abbreviations set forth in the "Schedule of Part I-Subpart B and Part II Abbreviations" attached as Schedule II to this Preamble shall have the meanings specified for them in such schedule.

(f) Certain Property Numbers with respect to which a Working or Operating Interest is represented contain the abbreviation SWD or IWA rather than a Net Revenue Interest representation. In such cases, the representation is intended only to describe the share of the costs of constructing, operating and maintaining the salt water or injection wells and facilities identified by such Property Number borne by the ARPCO Interests.

6. Additional Subject To Items. (a) The ARPCO Interests described on pages 703 through 743 of this Exhibit A are subject to Dissolution, Liquidation and Termination Agreement dated effective as of December 31, 1984 among Petro-Lewis Funds, Inc., Petro-Lewis Natural Gas Program 1973-1 and Petro-Lewis Natural Gas Program 1973-2 in addition to the matters set forth on such pages.

(b) All of the ARPCO Interests are subject to the Conveyance and Mortgages described in the Recitals to the Assignment, Bill of Sale and Conveyance to which this Exhibit A is attached.

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF California

COUNTY OF Ventura

San Miguelito Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-CA	Conoco Inc.	Petro-Lewis Corporation	___/___/#8066
L228-CA	Conoco Inc.	Partnership Properties Co.	___/___/#8071
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	___/___/#8074

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-CA	Conoco Inc.	Petro-Lewis Corporation	___/___/#8067
L328-CA	Conoco Inc.	Partnership Properties Co.	___/___/#8072
PLC/PPC 28 (EPO)	Petro-Lewis Corporation	Partnership Properties Co.	___/___/#8075

STATE OF Colorado

COUNTY OF Rio Blanco

Douglas Creek, Douglas Creek West and Dragon Trail Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	425/42/209659
L226	Conoco Inc.	Partnership Properties Co.	425/172/209664
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	425/282/209667

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	425/71/209660
L326	Conoco Inc.	Partnership Properties Co.	425/201/209664
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	425/308/209668

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Mississippi

COUNTY OF Clarke

Davis Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-D	Conoco Inc.	Petro-Lewis Corporation	111/1871/____
L228-D	Conoco Inc.	Partnership Properties Co.	111/2461/____
PLC/PPC 28(APO)	Petro-Lewis Corporation	Partnership Properties Co.	111/306/____

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	111/214/____
L328	Conoco Inc.	Partnership Properties Co.	111/273/____
PLC/PPC 28(EPO)	Petro-Lewis Corporation	Partnership Properties Co.	111/330/____

STATE OF Montana

COUNTY OF Carbon

Elk Basin and Frannie Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-EB, F	Conoco Inc.	Petro-Lewis Corporation	77/616/225373
L228-EB, F	Conoco Inc.	Partnership Properties Co.	77/689/225379
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	78/1/225383

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-EB, F	Conoco Inc.	Petro-Lewis Corporation	77/650/225376
L328-EB, F	Conoco Inc.	Partnership Properties Co.	77/723/225380
PLC/PPC 28 (EPO)	Petro-Lewis Corporation	Partnership Properties Co.	78/32/225384

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF New Mexico

COUNTY OF Lea

Baish-Maljamar-Pearsall Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	409/577/289
L226	Conoco Inc.	Partnership Properties Co.	409/655/292
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	409/733/295

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	409/613/290
L326	Conoco Inc.	Partnership Properties Co.	409/691/293
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	409/766/296

STATE OF New Mexico

COUNTY OF Arriba

San Juan Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	97/1/16418
L226	Conoco Inc.	Partnership Properties Co.	97/563/16422
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	98/287/16426

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	97/279/16419
L326	Conoco Inc.	Partnership Properties Co.	98/1/16423
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	98/562/16427

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF New Mexico

COUNTY OF San Juan

San Juan Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	953/2/15402
L226	Conoco Inc.	Partnership Properties Co.	954/1/15405
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	955/1/15408

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	953/3/15403
L326	Conoco Inc.	Partnership Properties Co.	954/2/15406
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	955/2/15409

STATE OF Oklahoma

COUNTY OF Texas

Hugoton Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K262	Conoco Inc.	Petro-Lewis Corporation	624/563/559640
L262	Conoco Inc.	Partnership Properties Co.	630/1/559643
PLC/PPC 62 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	630/280/559646

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K362	Conoco Inc.	Petro-Lewis Corporation	624/700/559641
L362	Conoco Inc.	Partnership Properties Co.	630/138/559644
PLC/PPC 62 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	630/414/559647

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Andrews

Fuhrman-Nix Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	481/49/830085
L226	Conoco Inc.	Partnership Properties Co.	___/___/830088
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	481/194/830092

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	481/81/830086
L326	Conoco Inc.	Partnership Properties Co.	481/151/830098
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	481/223/830093

STATE OF Texas

COUNTY OF Crockett

Todd Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	375/826/85786
L226	Conoco Inc.	Partnership Properties Co.	376/35/85790
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	116/271/85794

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	378/1/85787
L326	Conoco Inc.	Partnership Properties Co.	376/63/85791
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	376/97/85795

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Ector

North Cowden Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	867/266/301
L226	Conoco Inc.	Partnership Properties Co.	867/338/304
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	867/409/308

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	867/299/302
L326	Conoco Inc.	Partnership Properties Co.	867/371/305
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	867/439/309

STATE OF Texas

COUNTY OF Fisher

Round Top Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228	Conoco Inc.	Petro-Lewis Corporation	499/860/83500
L228	Conoco Inc.	Partnership Properties Co.	500/43/83503
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	500/271/83507

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	500/1/83501
L328	Conoco Inc.	Partnership Properties Co.	500/179/83504
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	500/356/83508

SCHEDULE I

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SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Gaines

Wasson Field

Conoco Non-Reversionary Assignments

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

Conoco Reversionary Assignments

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

STATE OF Texas

COUNTY OF Glasscock

Howard Glasscock Field

Conoco Non-Reversionary Assignments

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

Conoco Reversionary Assignments

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

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Gregg

East Texas Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	1416/60/289
L226	Conoco Inc.	Partnership Properties Co.	1416/150/292
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	1416/244/296

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	1416/102/290
L326	Conoco Inc.	Partnership Properties Co.	1416/192/293
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	1416/283/297

STATE OF Texas

COUNTY OF Howard

Howard Glasscock Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	531/556/92
L226	Conoco Inc.	Partnership Properties Co.	531/654/95
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	531/752/99

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	531/602/93
L326	Conoco Inc.	Partnership Properties Co.	531/700/96
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	531/795/100

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Kent

Salt Creek Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	163/627/41
L226	Conoco Inc.	Partnership Properties Co.	163/678/44
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	163/728/48

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	163/650/42
L326	Conoco Inc.	Partnership Properties Co.	163/700/145
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	163/747/49

STATE OF Texas

COUNTY OF Maverick

Sacatosa Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
KL-28	Conoco Inc.	Petro-Lewis Corporation	7/95/33334
PLC/PPC (All)	Petro-Lewis Corporation	Partnership Properties Co.	7/124/33336

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
KL-28	Conoco Inc.	Petro-Lewis Corporation	7/95/33334
PLC/PPC (All)	Petro-Lewis Corporation	Partnership Properties Co.	7/124/33336

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Pecos

Toborg Yates Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	518/441/7552
L226	Conoco Inc.	Partnership Properties Co.	518/496/7555
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	518/553/7559

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	518/465/7553
L326	Conoco Inc.	Partnership Properties Co.	518/521/7556
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	518/575/7560

STATE OF Texas

COUNTY OF Rusk

East Texas Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	1297/653/30039
L226	Conoco Inc.	Partnership Properties Co.	1297/739/30042
PLG/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	1297/824/30045

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	1297/693/30040
L326	Conoco Inc.	Partnership Properties Co.	1297/779/30043
PLC/PPC 26 (EPO)	Petro-Lewis Corporation	Partnership Properties Co.	1298/1/30046

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Yaokum

Wasson Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	408/123/145360
L226	Conoco Inc.	Partnership Properties Co.	408/192/145363
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	408/260/145367

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	408/155/145361
L326	Conoco Inc.	Partnership Properties Co.	408/223/145365
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	408/288/145368

STATE OF Wyoming

COUNTY OF Fremont

Circle Ridge Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-CR	Conoco Inc.	Petro-Lewis Corporation	195/56/1050625
L228-CR	Conoco Inc.	Partnership Properties Co.	195/645/1050628
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	195/750/1050631

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-CR	Conoco Inc.	Petro-Lewis Corporation	195/589/1050626
L328-CR	Conoco Inc.	Partnership Properties Co.	195/673/1050629
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	195/775/1050632

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Johnson

Sussex Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228	Conoco Inc.	Petro-Lewis Corporation	190/605/21504
L228	Conoco Inc.	Partnership Properties Co.	191/65/21508
PLC/PP 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	191/193/21512

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	190/1/21505
L328	Conoco Inc.	Partnership Properties Co.	191/100/21509
PLC/PPC 28 (EPO)	Petro-Lewis Corporation	Partnership Properties Co.	191/225/21513

STATE OF Wyoming

COUNTY OF Park

Elk Basin and Frannie Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-EB,F	Conoco Inc.	Petro-Lewis Corporation	79/620/205068
L228-EB, F	Conoco Inc.	Partnership Properties Co.	79/720/205071
PLC/PP 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	79/843/205074

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-EB, F	Conoco Inc.	Petro-Lewis Corporation	79/654/205069
L328-EB, F	Conoco Inc.	Partnership Properties Co.	79/754/205072
PLC/PPC 28 (EPO)	Petro-Lewis Corporation	Partnership Properties Co.	79/874/205075

SCHEDULE II

SCHEDULE OF PART I-SUBPART B AND PART II ABBREVIATIONS

Abbreviation	Definition
A/EXCH -DT	Exchange Agreement - Delhi Taylor
AC(s)	Acre(s)
ACQ	Acquired or Acquisition
AGMT	Agreement
AMD'D	Amended
AMDT	Amendment
ASGN	Assignment
ASSG	Assignment
ASSGN	Assignment
BEG	Beginning
BET	Between
BIDDING W/OA	Bidding with Operating Agreement attached
BK	Book
BLK	Block
BNDRY	Boundary
BS	Base
C	Corner
CERT	Certificates
CERT'D	Certified
CERT of SUCC	Certificate of Succession
CO	County
COM	Communitized
COMM	Communitization Agreement
COMM - STATE	State approved communitization agreement
COND Assign	Conditional Assignment
CONT	Contract
COOP	Cooperative
DECL	Declaration
DESC'D/DESC	Described
DESIG	Designation
DEV	Development
DPTHS	Depths
DRLG	Drilling
DT	Delhi Taylor
DTD	Dated
EFF	Effective
EFF'NESS	Effectiveness
ESTAB	Established
F/O	Farmout
FED COMM	Federally approved communitization agreement
F/I	Farm in Agreement
FED O/A	Operating Agreement for Federally Approved Unit
FED UNIT	Federally approved Unit Agreement
FLD	Field
FORM	Formation
GAS PUR AMDMT	Amendment to Gas Purchase Agreement
GDN	Guardian
GEOL STUDY	Geological Study
INCL	Inclusive
INJ	Injection
INST	Instrument
IWA	Injection Water Well(s) and related facilities
LI	Leasehold Interest
LN	Line
LSE	Lease
LSE EQUIPME	Lease Equipment

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Abbreviation	Definition
LSE SALE	Lease Sale Agreement
LTD	Limited
LTR AGMT	Letter Agreement
MERGER	Merger Agreement
NRI	Net Revenue Interest
O/A	Operating Agreement
O/PARTIES	Operating Parties
OG & ML	Oil, Gas and Mineral Lease
OPER	Operating
OPER	Operations
OPR	Operator
OPR RT	Operating Rights
ORIG GR	Original Grantee
ORD	Order
ORR	Overriding Royalty
PARTIC AR/PARTICI AREA	Participating Area
POB	Point of Beginning
PSL	Public School Lands
PT	Partial
PUR	Purchase
PURCH	Purchase
PROD	Production
PRODPAY	Production Payment
PROD PYMT	Production Payment
PT	Part of Partial
RDS	Rods
REC	Recorded
REC'D	Recorded
REC COB	Recorded Conveyance of Book
REDUCE orr	Agreement to reduce overriding royalty
REL	Release
REVSD	Revised
REVS	Revision
RLSE	Release
ROW	Right of way
ROY	Royalty
RR CO	Railroad Company
RTS	Rights
RY CO	Railway Company
SE/C, NW/C, NE/C, SW/C	Southeast corner, Northwest corner, Northeast corner, and Southwest corner, respectively
SQ	Square
SUBJ	Subject
SUCC	Succession
SUPP'D/SUP'D	Supplemented
SUPPS	Supplements
SUR	Survey
SUR.	Surface
SURF	Surface
SWD	Salt Water Disposal Well(s)
TR	Tract
UN	Undeveloped
W/I Bndry	Within Boundary
WTRFLD	Waterflood
APO	After payout
BPO	Before payout

This Exhibit "A" consists of 1,978 pages, excluding the Preamble and this Index. Only those pages describing Interests located in a particular county are attached to the counterparts of this instrument that will be recorded in such county. The pages are not numbered consecutively but are numbered as set forth below.

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I. FIELDS BY STATE AND COUNTY - PART I and PART II				
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Womack Hill (East & West)				
2. Clarke	4-17			
Womack Hill (East & West)				
B. ARKANSAS				
1. Columbia	19-43			
Keoun Creek				
McKamie Patton				
2. Lafayette	18			
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Keoun Creek				
McKamie Patton				
C. CALIFORNIA				
1. Los Angeles	68-139			
Howard Townsite				
Redondo Beach (Torrance)				
Rosecrans				
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2. San Benito	140-142			
Vallecitos				
3. Santa Barbara	143			
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4. Ventura	143-152	153	154	
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San Miguelito				
Sespe				
D. COLORADO				
1. Rio Blanco	155-163		164-172	
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Douglas Creek, West				
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1. Santa Rosa..... Blackjack Creek	173–188			
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1. Finney..... Hugoton	233–261			
2. Hamilton..... Bradshaw	262–279			
3. Haskell..... Hugoton	280–314			
4. Kearney..... Panoma	315–382			
5. Seward..... Hugoton	383			
6. Wichita..... Panoma	319			
G. MISSISSIPPI				
1. Clarke..... Davis			476–479	480–483
2. Jefferson Davis..... Bassfield Greens Creek Oakvale	484–570			
3. Marion..... Greens Creek Morgantown, East	578–623			
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1. Carbon..... Elk Basin Frannie			624–631	632–639
2. Musselshell..... SW Ragged Point Wirnett Junction	640–642			
3. Roosevelt..... Tule Creek	643			

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4. Sheridan		644-650			
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1. Eddy		651-655			
		2372-2374			
	Herradura Bend (formerly W. Indian Draw & N. Loving)				
	Malaga-Herradura Bend				
2. Lea		656-676	677-688	689-700	
	Baish-Maljamar-Pearsal				
	Blinebry				
	Eunice Monument				
	Lea Wolfcamp, S.E.				
	Osudo Morrow, W.				
3. Rio Arriba		701-747	743-989	990-1230	
	Blanco East				
	Rincon				
	(Basin Dakota)				
	(Blanco Mesaverde)				
	(S. Blanco Pictured Cliffs)				
	(Tapacito Pictured Cliffs)				
	San Juan Basin (Conoco)				
	Tapacito				
4. San Juan		702-743-A	748-989	990-1230	
	Rincon				
	(Basin Dakota)				
	(Blanco Mesaverde)				
	(S. Blanco Pictured Cliffs)				
	(Tapacito Pictured Cliffs)				
	San Juan Basin (Conoco)				
J. NORTH DAKOTA					
1. Billings		1231			
	Elk Horn Basin				
2. Bowman		1232-1268			
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4. McKenzie		1280-1286			
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1. Canadian	1301-1350			
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2. Comanche	1351-1357			
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1. Andrews			1655-1659	1660-1664
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2. Aransas	1665			
	2380			
Mustang Island (Block A-85)				
South Rockport				
3. Brazoria	1666-1669			
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4. Brooks	1670-1675			
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5. Calhoun	1665			
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	High Island Block 312				
	High Island Block 313				
	High Island Block 317				
	High Island Block 330 Complex				
	High Island Block 567				
	High Island Onshore				
7. Crockett		1791-1808	1809-1814	1815-1820	
	Todd				
	World				
8. Denton		1822-1823			
	Boonesville				
9. Ector			1824-1830	1831-1837	
	Cowden, North				
10. Fayette		1838-1846			
		2065			
	Giddings				
	Muldoon-Austin Chalk				
11. Fisher			1847-1852	1853-1858	
	Round Top				
12. Gaines				1859-1864	
	Wasson				
13. Galveston		1781-1786			
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		1865-1875			
	Franks				
	High Island Block 312				
	High Island Block 313				
	High Island Block 317				
	High Island Block 330 Complex				
	High Island Block 567				
	High Island Onshore				
	State Tract #104-L				
14. Glasscock			1876-1888	1889-1901	
	Howard Glasscock				
15. Gregg		1902-1905	1906-1921	1922-1937	
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19. Howard.....		1976–1978	1876–1887	1889–1900	
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	Howard Glasscock				
20. Jack.....		1986			
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21. Jefferson.....		1781–1786			
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	High Island Block 312/313				
	High Island Block 330 Complex				
	High Island Block 567				
22. Jim Wells.....		1670–1675			
	LaGloria				
23. Jones.....		1990–1991			
	Jay Canyon Reef/Noodle Creek				
24. Kent.....			1992–1993	1994–1995	
	Salt Creek				
25. Kleberg.....		1665			
	Mustang Island (Block A-85)				
26. Lavaca.....		1996–2005			
	Hope				
27. Lee.....		2006–2080			
	Giddings				
28. Liberty.....		2081–2083			
	Cottonwood				
29. Matagorda.....		1665			
.....		1667–1668			
.....		2084–2085			
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33. Panola		2090			
	Joaquin				
34. Pecos		2091-2093	2094-2095	2096-2097	
	Gomez				
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35. Polk		2098-2135			
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38. San Patricio		1665			
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	Coletto Creek				
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	Boonesville				
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Frannie				
5. Sublette	2288-2294			
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6. Weston	2295			
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1270-1279	2296-2330
1287-1300	2341-2364
1676-1780	2370
1787-1788	2375-2379
1821	

EXHIBIT A - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-800-01, WY-EC-01-800-02
PROPERTY NAME: State 41-36, State 33-36
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-001	State of Wyoming Serial Number 66-15523	Nat Novick	10/2/66	48/143	68.40%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout;

3. Operating Agreement dated July 1, 1972, among Westrans Petroleum, Inc., et al;

4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

6. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al, as sellers, and FMC Corporation, as buyer.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	66.36%	33.18%
Net Revenue Interest.	50.10%	27.12%

* The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE/4 NE/4 of Section 36, T. 27 N., R. 112 W., 6th P.M.

[redacted] [redacted] [redacted] [redacted]

EXHIBIT A - PART [redacted] PART A

[redacted]

PROPERTY NUMBER: WY-EC-01-801-01
PROPERTY NAME: Federal 22-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Ty
WY-EC-01-002	The United States of America Serial Number W-2108	Jas O. Breene, Jr.	11/1/1966	47/373	39.08%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 24: NW/4 NW/4, W/2 SW/4;
Section 25: W/2;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;
3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;
4. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	37.92%	18.96%
Net Revenue Interest.	28.91%	15.64%

2289

[redacted]

PROPERTY NUMBER: WY-EC-01-802-01
PROPERTY NAME: Federal 33-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-003	United States of America Serial Number W-3776	Josephine E. Frye	2/1/67	41/445	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 13: W/2 W/2;
Section 24: E/2

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 5.0%;
3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;
4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2290

[redacted] [redacted] [redacted] [redacted]

PROPERTY NUMBER: WY-EC-01-803-01
PROPERTY NAME: Federal 22-31
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Ty
WY-EC-01-004	The United States of America Serial Number W-2690	Mrs. Margaret E. Allen	10/21/66	47/477	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 111 W., 6th P.M.
Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE/4, E/2 NW/4, NE/4 SW/4 N/2 SE/4;
Section 32: Lot 1;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 5.0%;
3. Gas Purchase Agreement dated August 1, 1972 among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
4. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest.	18.96%
Net Revenue Interest.	15.64%

2291

[redacted]

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-804-01
PROPERTY NAME: Federal 33-24
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Typ
WY-EC-01-005	The United States of America Serial Number W-15340	Ruth Fox Sears	10/1/68	47/505	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 24: E/2

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 5.0%;
3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Dalco Oil Company, et al, as Non-Operators;
4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2292

[redacted] [redacted] [redacted] [redacted]

EXHIBIT "A"

[redacted]

PROPERTY NUMBER: WY-EC-01-805-01
PROPERTY NAME: Federal 16-26
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

I.

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-006	The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48		39.08%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 26: NE/4;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 2.88%;
3. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al;
4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Unit Agreement dated as of April 15, 1969 among Belco Petroleum Corporation, as Operator, et al;
7. Operating Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;
8. Unit Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al.

II.

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-006	The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48		19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 26: NE/4;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 2.88%;
3. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al;

2293

[redacted]

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-805-01 (Continued)

4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

6. Farmout Agreement dated July 28, 1971 from Belco Petroleum Corporation, as Farmor, and Mountain Minerals Co., Farmee;

7. Unit Agreement dated as of April 15, 1969 among Belco Petroleum Corporation, as Operator, et al;

8. Operating Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;

9. Unit Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;

10. Gas Purchase Contract dated August 13, 1980 between Petro-Lewis Funds, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	37.92%	18.96%
Net Revenue Interest.	27.11%	15.73%

2294

[redacted]

ASSIGNMENT AND MERGER OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: THAT, the undersigned, MARVIN DAVIS, an individual, of 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto DAVIS OIL COMPANY, a partnership, hereinafter called "Assignee", 410 Seventeenth Street, Suite 1400, Denver, Co 80202, an overriding royalty interest of an undivided 6.25% of all oil, gas and casinghead gas produced, saved and marketed from the following described oil and gas lease, to-wit:

D-6156-2 Oil and Gas Lease effective May 1, 1967, from The United States of America, as Lessor, to Samuel Mandel, as Lessee, bearing serial no. W-5627-B INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sublette County, Wyoming:

Township 28 North, Range 108 West 6th P.M.
Section 9: All

It is expressly understood and agreed that the 6.25% overriding royalty interest herein assigned will be merged with the working interest held by Davis Oil Company and shall cease to be a burden on the lands herein described.

It is also understood and agreed that the overriding royalty interest being merged herein is the overriding royalty interest reserved by Assignor in that certain Assignment of Operating Rights dated February 17, 1977, from Marvin Davis, as Assignor, to Panhandle Western Gas Company, as Assignee, covering the above described oil and gas lease and lands.

IT IS UNDERSTOOD AND AGREED that this Assignment and Merger of Overriding Royalty Interest is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 6th day of June, 1986, but shall be deemed effective as between the parties hereto as of January 1, 1981.

Marvin Davis

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument acknowledged before me this 6th day of June, 1986, by MARVIN DAVIS.

WITNESS my hand and official seal.

My Commission Expires:
April 8, 1990

JOAN T. PITTMAN NOTARY PUBLIC STATE OF COLORADO

Notary Public
1200 Holly - Denver, Colorado 80220

212524

RECORDED June 23 19 86 3:30 PM
IN BOOK 77 O & G PAGE 60
FEES $ 4.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol a. Cheeney, Deputy

61

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 23rd day of April, 19 86
between Helen F. Driscoll and Jack Driscoll, wife and husband
3304 Zephyr Court
Wheatridge, Colorado 80033

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette
State of Wyoming, and described as follows:

212532

Township 31 North, Range 113 West, 6th PM
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

REC'D for Record June 24 1986 at 9:56 A.M.
IN BOOK 77 of Misc. PAGE 61
FEES 6.00 Sandra J. Gay COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 30th day of May H.D. 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in B.D. the ✓ Jefferson Bank and Trust at ✓ W. Colfax at Wadsworth, Lakewood, CO 80215, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Helen F. Driscoll
Helen F. Driscoll
SS #520-28-4786

Jack Driscoll
Jack Driscoll

[redacted] (1)y [redacted]

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF COLORADO }
COUNTY OF Jefferson } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 19 86, personally appeared Helen F. Driscoll and Jack Driscoll, 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 7/[illegible]/89 Tweedie E. McCall
Denver, Colo. 80202 Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

and .....

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

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

My Commission Expires..... Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires.....

No.....

FROM .....

TO .....

.....

Dated .....

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

RWAB INCORPORATED
1900 City Center 4
1801 California Street
Denver, Colorado 80202

62

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Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of May, 19 86

between Phyllis M. Miller, formerly Phyllis Muir, and Marvin O. Miller, wife and husband
2908 Lakeshore Court
Oxnard, California 93030

hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette,
State of Wyoming, and described as follows:

212533

Township 31 North, Range 113 West, 6th PM
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

RECORDED June 24 1986 9:20 A.M.
IN BOOK 177 Misc PAGE 63
FEES 6.00 Rae Lee Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Bank of America ~~Bank~~ at Port Hueneme, California, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Phyllis M. Miller

Phyllis M. Miller

SS #567-12-8542

Marvin O. Miller

Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

[redacted] [redacted] [redacted]

STATE OF CALIFORNIA }
COUNTY OF VENTURA } 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 May, 19 86, personally appeared Phyllis M. Miller, formerly Phyllis Muir and Marvin O. Miller, 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.

OFFICIAL SEAL
MICHELE HARAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
My Commission Expires Dec. 4, 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 DEC. 4, 1989

Michele Haran
MICHELE HARAN Notary Public.

SAFECO TITLE INSURANCE

Staple

STATE OF CALIFORNIA }
COUNTY OF VENTURA } SS.

On this the 17TH day of MAY 19 86, before me the undersigned, a Notary Public in and for said County and State, personally appeared PHYLLIS M. MILLER AND MARVIN O. MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the person S whose name (S) ARE subscribed to the within instrument and acknowledged that THEY executed the same.

Michele Haran
Signature of Notary
MICHELE HARAN

Staple

CAL-375 (Rev. 8-82) Ack. Individual

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
MICHELE HARAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
My Commission Expires Dec 4, 1989

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.....

When recorded return to
FIVAB INCORPORATED
100 City Center 4
1801 California Street
Denver, Colorado 80202

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.

FROM

No.....

TO

Dated.....

No. Acres.....

County.....

Term.....

, 19.....

THIS AGREEMENT, Entered into this the 23rd day of April, 19 86 (65)

between Margery J. Moran, a widow
1978 S. Locust
Denver, Colorado 80224

hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

212534

Township 31 North, Range 113 West, 6th PM
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

RECORDED June 24 1986 7:45 AM
IN BOOK 147 Misc PAGE 65
FEES 6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from ~~this date~~ May 30, 1986 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 30th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the ~~First~~ Bank Western Bank at P.O. Box 4301 Denver CO 80217, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Margery J. Moran

Margery J. Moran

SS # [redacted]

WY 2791 (2)

Printed by P[redacted], 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

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 13th day of May, 19 86, personally appeared Margery J. Moran, a widow

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

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

My Commission Expires 4-8-89

Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
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

FWAB INCORPORATED
1631 California Street
Denver, Colorado 80202

67

Form 88.--(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 23rd day of April, 19 86

between Jane E. Muir, widow of John P. Muir, deceased
5775 S. Kline #126
Littleton, Colorado 80127

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

212535

Township 31 North, Range 113 West, 6th PM
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

RECORDED June 24 1986 9:07A
IN BOOK 77 Misc PAGE 67
FEES 6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from ~~this date~~ May 30, 1986, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 30th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the United Bank of Denver Bank at United Bank Center - 1700 Broadway, Denver, CO 80274 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Jane E. Muir

Jane E. Muir

SS #503-16-9348

[redacted] Wy. [redacted]

Printed by P&[redacted] 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

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 19 day of May, 1986, personally appeared Jane E. Muir, widow of John P. Muir, deceased

~~XXX~~ Jane E Muir

, 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 10/10/88. Rachael J Cox Notary Public

STATE OF }
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

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

When recorded return to

[redacted]
1031 California Street
Denver, Colorado 80202

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 23rd day of April, 19 86
between Mildred A. Walsh, formerly Mildred A. Muir, and Eugene W. Walsh, wife and husband
602 Calhoun Road
Myrtle Beach, South Carolina 29577
hereinafter called lessor,
and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees said tract of land with any reversionary rights therein being situated in the County of Sublette

State of Wyoming, and described as follows:

212536

Township 31 North, Range 113 West, 6th PM
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

RECORDED June 24 1986 9:00 AM
IN BOOK 177 Misc PAGE 69
FEES 4.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from ~~this date~~ May 30, 1986 and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 30th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Citizens + Southern Nat'l Bk of SC Bank at Columbia SC 29222 Acct # 2575-1010, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Mildred A. Walsh
Mildred A. Walsh

SS #240-46-2223

Eugene W. Walsh
Eugene W. Walsh

[redacted]

[redacted]

Printed by P&I [redacted] 511 16th St., Suite 222, (303) 893-1681 [redacted] [redacted]

STATE OF SOUTH CAROLINA }
COUNTY OF ✓ HORRY } 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, 1986, personally appeared Mildred A. Walsh, formerly Mildred A. Muir

and Eugene W. Walsh, 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 MY COMMISSION EXPIRES SEPTEMBER 26, 1993

John F. Layton
Notary Public.

JOHN F. LAYTON NOTARY PUBLIC SOUTH CAROLINA

STATE OF }
COUNTY OF } ss.

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

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

day of , 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

No.
FROM
TO
Dated
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

BLAKE INCORPORATED
1700 City Center 4
1801 California Street
Denver, Colorado 80202

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROBERT KLABZUBA, 930 West First Street Fort Worth, Texas 76102, hereinafter called "Assignor", does hereby transfer, assign, and set over unto DON E. LAWSON and MARJORIE C. LAWSON, husband and wife, 570 First Interstate Bank Bldg., Casper, Wyoming 82601, hereinafter called "Assignee", an overriding royalty interest equal to 2% of 8/8ths of the oil, gas, and other hydrocarbon substances which may be produced, saved, sold, and marketed from each of the oil and gas leases in Sublette County, Wyoming, described in the Schedule of Leases attached as Exhibit "A" hereto and made a part thereof.

SAID overriding royalty interest shall be free and clear of all costs of development and operation, but shall bear and pay its proportionate part of applicable taxes and transportation charges, if any. Fuel oil and gas for operating and treating the premises may be deducted from computing said overriding royalty interest. This assignment shall not imply any leasehold preservation, drilling, or development obligation on the part of Assignor. Assignor retains and shall have the exclusive right to contract with respect to the sale of oil and gas from the lease premises, including the overriding royalty interest herein conveyed and Assignee shall be entitled to the respective proportions of the proceeds from the sale of overriding royatly interest.

IF Assignor owns less than the entire interest in the oil and gas leases described in Exhibit "A" hereto or if said lease covers less than the entire oil and gas estate in the lands covered by such lease, the overriding royalty interest herein conveyed as to such lease shall be proportionately reduced.

THIS assignment and conveyance is made without warranty of title, express or implied, except as to conveyance or encumbrances by, through, or under the undersigned.

212558 EXECUTED this 7th day of April, 1986.

RECORDED June 25 1986 4:00 PM
IN BOOK 77 Ovd PAGE 71
FEES $ 9.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ROBERT KLABZUBA

Robert Klabzuba

ACKNOWLEDGEMENT - INDIVIDUAL

STATE OF TEXAS §
COUNTY OF TARRANT §

THE foregoing instrument was acknowledged before me on this 7TH day of April, 1986, by ROBERT KLABZUBA.

My Commission Expires:
6-17-89

Pat Parkinson
Notary Public, Pat Parkinson

[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 27 day of March, 1986.

Don E. Lawson
DON E. LAWSON (Assignee's Signature)

570 First Interstate Bank Building
(Assignee's Address)

Marjorie C. Lawson
MARJORIE C. LAWSON

Casper, WY 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.

SCHEDULE OF LEASES

COUNTY OF Sublette
STATE OF Wyoming

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED April 7, 1986, between ROBERT KLABZUBA, ASSIGNOR, and DON E. LAWSON, ASSIGNEE.

EXHIBIT "A"

Lease Number	Date of Lease	Lessor	Lessee	Recorded Book Page	Description
W-203	02/01/78	U.S. Dept. of the Interior #W-62118	Debbie Jones		Township 31 North, Range 111 West Section 19: Lots 1,2,3, E½, E½W½ Section 28: All Section 29: All Section 30: Lots 1,2,3,4, E½, E½W½
W-204	02/01/78	U.S. Dept. of the Interior #W-62124	Alex Moisa		Township 31 North, Range 112 West Section 25: All
W-205	03/01/84	U.S. Dept. of the Interior #W-87031	Chairman Oil Co.		Township 31 North, Range 111 West Section 17: All Section 18: Lots 1,2,3,4, E½, E½W½ Section 20: All Section 21: All

73

No. 913A. – Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado – [redacted]

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
.....LAND OFFICE
SERIAL NO. W-67329-A

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Winona Oil Company, by virtue of an agreement or assignment dated the 1 day of September, 1980, between Winona Oil Company and Aminoil U.S.A. Inc., and recorded in the Office of the County Clerk of the County of ....., State of ....., is the owner of an overriding royalty of Five per cent (5%) 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:

T.29 N., R.101 W., 6th P.M.

Sec. 21: N½, SW¼, N½SE¼, SW¼SE¼
Sec. 23: All

1240.00 acres
Sublette Co., WY

not Sublette County

212593

RECORDED June 27 1986 11:30 A M
IN BOOK 177 Ovr PAGE 74
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 Wyoming Land Office Serial No. W-67329

NOW, THEREFORE, for and in consideration of the sum of Ten dollars ($ 10.00) and other goods and valuable considerations in hand paid by Nancy J. Carlson of 3340 S. Ash St., Denver, CO 80222, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Winona Oil Company, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Fifty (50%) of the aforementioned overriding royalty, and being Five per cent (5%) 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, her 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 will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 30 day of January, 1986

WITNESS:

WINONA OIL COMPANY

James O. Breene, Jr. – President

74

State of COLORADO
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 30 day of January, A. D. 19 86, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30 day of January, A. D. 19 86

(SEAL)

Marci Hadden
Notary Public.

My Commission expires May 5-13-90

1700 Broadway - #1219
Denver, CO 80290

On the day of, 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,
COUNTY OF } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this day of, 19

My commission expires:

Notary Public

RELEASE OF RECORD
(Terminated Oil and Gas Lease)

TEXACO PRODUCING INC., a Delaware corporation, as owner of record of those certain oil and gas leases which have now terminated of their own terms and described on Exhibit "A" hereof, files this Release to expunge from the records of Sublette County, State of Wyoming, the recording of each such lease as shown on said Exhibit "A".

Executed and dated this 20th day of May, 1986.

212618

TEXACO PRODUCING INC.

By D. P. Loughry
Attorney-in-Fact

RECORDED June 30 1986 2:00 PM
IN BOOK 77 Orl PAGE 76
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

CO-WY

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

The foregoing instrument was acknowledged before me this 20th day of May, 1986, by D. P. Loughry, the Attorney-in-Fact of TEXACO PRODUCING INC., a corporation.

WITNESS My hand and official seal.

JOAN E. ENGET NOTARY PUBLIC STATE OF COLORADO

Joan E. Enget
Notary Public
Residing at: Arvada, Colorado

My commission expires: June 27, 1986

APPROVED AS TO
DESCRIPTION & DATA

lp1696/lp2

DIVISION: TEXACO PRODUCING INC. FOR PERIOD: MAR 1-31 1986

REGN: E STATE: WYOMING COUNTY: 035 SUBLETTE

-LAND FILE NO--	----------LEASE NAME----------	LEASE DATE	----------LAND DESCRIPTION----------	RECORDED BOOK	RECORDED PAGE
WY- 214961-A	JEAN M. MUIR MILLER	05/05/1976	PTS SECS. 24,25,26,35,36-31N-113W Pt. Sec. 24, W2 Sec. 25, Pt. Sec. 26, Pt. Sec. 35, W2 Sec. 36-31N-113W SW SW Sec. 24, W2 Sec. 25, NE NE Sec. 26, NE NE Sec. 35, W2 Sec. 36-31N-113W	00052	0670
WY- 214961-B	ANN I. MUIR	05/05/1976	PTS OF SECS. 24,25,26,35,36-31N-113W SW SW Sec. 24, W2 Sec. 25, NE NE Sec. 26, NE SE Sec. 35, W2 Sec. 36.	00052	0668
WY- 214961-C	DOROTHY P. MOUNTS ET VIR	05/05/1976	PTS OF SECS 24,25,26,35, AND 36-31N-113W SW SW Sec. 24, W2 Sec 25, NE NE 26, NE E Sec 35,	00052	0639

COMMUNITIZATION AGREEMENT

THIS AGREEMENT entered into as of the 19th day of December, 1985, by and between the parties subscribing, ratifying or consenting hereto, such parties being hereinafter referred to as "parties hereto".

W I T N E S S E T H:

WHEREAS, Sec. 36-6-101 Wyoming Statutes, authorizes communitization or drilling agreements communitizing or pooling a State oil and gas lease, or any portion thereof, with other lands, to facilitate the efficient and economic production of oil and gas; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which would not be independently developed and operated.

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

   Township 37 North, Range 110 West, 6th P.M.
   Section 27: NE/4

   Sublette County, Wyoming

   Containing 160 acres, more or less, and this agreement shall include only the Muddy formation underlying said lands and the natural gas and associated luqiud hydrocarbons, hereinafter referred to as "communitized substances", producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit A designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization if any, for communitizing or pooling any patented lands.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and two (2) executed copies of a designation of successor operator shall be filed with the Commissioner of Public Lands through the office of the State Oil and Gas Supervisor or such other office as shall have jurisdiction by delegation of the Commissioner or otherwise.

4. Operator shall furnish the State Oil and Gas Supervisor, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operation, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly and royalty due the State of Wyoming, as specified in the applicable oil and gas operating regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

212628

RECORDED July 1 1986 8:00 A.M.
IN BOOK 77 Oil & Gas PAGE 78
FEES $9.00 Lees J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Rosemary McClure

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payment of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement shall be effective December 19, 1985, upon execution by both necessary parties, notwithstanding the date of execution and upon approval by the Board of Land Commissioners, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are, or can be, produced from the communitized area in paying quantities; provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Board of Land Commissioners, or its duly authorized representatives, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction.

11. It is agreed between the parties hereto that the Board of Land Commissioners, or its duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the State of Wyoming is Lessor and in the applicable oil and gas regulations of the State of Wyoming.

12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates, and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee or other successor in interest, and as to State land shall be subject to approval by the Board of Land Commissioners.

[redacted] [redacted] [redacted]

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

EXHIBIT "A"
Plat of Communitized Area covering
NE¼, Section 27, Township 37 North, Range 110 West, 6th P.M.
Sublette County, Wyoming

MUDDY FORMATION

Township 37 N **Range** 110 W **County** Sublette **State** Wyoming

Sec. 27: NE¼

TRACT 1
St. WY-75-93687
North American Resource Company
100% leasehold
80 acres

TRACT 2
John Otis Carney 50%
Judith A.Saathoff 20%
Kenneth K.Farmer 15%
Kent Snider 10%
Bill D.Farleigh 5%
See Exhibit "B" for leasehold ownership.
40 acres

TRACT 3
Black Butte Partners 50%
Judith A.Saathoff 20%
Kenneth K.Farmer 15%
Kent Snider 10%
Bill D.Farleigh 5%
See Exhibit "B" for leasehold ownership
40 acres

EXHIBIT "B"

The Communitization Agreement dated December 19, 1985, embracing the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Operator of Communitized Area: HPC, Inc.

Description of Leases Committed

Tract I

Lease Serial No.:	WY-75-93687
Lease Date:	November 2, 1975
Lease Term:	Ten (10) years
Lessor:	State of Wyoming
Original Lessee:	Kathleen L. Berklund
Present Lessee:	North American Resources Company
Description of Land Committed:	Township 37 North-Range 110 West, 6th P.M. Section 27: W/2NE/4
Number of Acres:	80
Royalty Rate:	12.5%
Name & Percent ORRI Owners:	None of Record
Name & Percent WI Owners:	North American Resources Company

*Subject to the terms and conditions of that certain Farmout Agreement dated August 27, 1985 by and between North American Resources Company as Farmor, and HPC, Inc., as Farmee.

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(EXHIBIT "B")
Tract II

Lessors:

John Otis Carney	50%
Judith A. Saathoff	20%
Kenneth K. Farmer	15%
Kent Snider	10%
*Bill D. Farleigh	5%

Lease Dates & Terms:

John Otis Carney	May 4, 1981-Five (5) years
*Bill D. Farleigh & Judith A. Saathoff	April 16, 1984-Three (3) years
Kenneth K. Farmer	April 16, 1984-Three (3) years
Kent Snider	April 16, 1984-Three (3) years
*Karen K. Randolf	April 16, 1984-Three (3) years
*Anita T. Snider	April 16, 1984-Three (3) years

Original Lessees:

Lessor:	Lessee:
John Otis Carney	Kenneth K. Farmer
Judith A. Saathoff & *Bill D. Farleigh	Kenneth K. Farmer
Kent Snider	Kenneth K. Farmer
*Karen K. Randolf	Kenneth K. Farmer
*Anita T. Snider	Kenneth K. Farmer
Kenneth K. Farmer	Kent Snider

Present Lessees:

HPC, Inc.	70%
Kenneth K. Farmer	2.507%
James M. Brown	2.124%
Lowell J. Spicer	2.4975%
William C. Armor, Jr.	1.5%
Rex Randolph	2.4975%
Gordon Saathoff	6.668%
Rejane M. Burton	2.124%
Homme Family Trust	.75%
Bill D. Farleigh	5.00%
Paul J. Meyer	1.00%
Jeffrey E. Carter	.5%
J.E. Carter Energy & Development	2.832%

Description of Land Committed: Township 37 North-Range 110 West, 6th P.M.
Section 27: NE/4NE/4

Number of Acres: 40

Royalty Rate:

John Otis Carney	16%
Judith A. Saathoff & *Bill D. Farleigh	20%
Kent Snider	20%
*Karen K. Randolf	
*Anita T. Snider	
Kenneth K. Farmer	20%

Name & Percent ORRI Owners:

Gordon Saathoff	1.6%
Kent Snider	.8%
*Karen K. Randolf	
*Anita T. Snider	
Bill D. Farleigh	.4%
Farmer Energy	1.2%

Name & Precent WI Owners:

HPC, INc.	70%
Kenneth K. Farmer	2.507%
James M. Brown	2.124%
Lowell J. Spicer	2.4975%
William C. Armor, Jr.	1.5%
Rex Randolph	2.4975%
Gordon Saathoff	6.668%
Rejane M. Burton	2.124%
Homme Family Trust	.75%
Bill D. Farleigh	5.00%
Paul J. Meyer	1.00%
Jeffrey E. Carter	.5%
J.E. Carter Energy & Development	2.832%

(EXHIBIT "B")

Tract III

Lessors:

Black Butte Partners	50%
Judith A. Saathoff	20%
Bill D. Farleigh	5%
Kenneth K. Farmer	15%
Kent Snider	10%
*Karen K. Randolf	10%
*Anita T. Snider	10%

Lease Dates & Terms:

Black Butte Partners	July 6, 1981-Five (5) years
*Bill D. Farleigh & Judith A. Saathoff	April 16, 1984-Three (3) years
Kenneth K. Farmer	April 16, 1984-Three (3) years
Kent Snider	April 16, 1984-Three (3) years
*Karen K. Randolf	April 16, 1984-Three (3) years
*Anita T. Snider	April 16, 1984-Three (3) years

Original Lessees:

Lessor:	Lessee:
Black Butte Partners	Kenneth K. Farmer
Judith A. Saathoff & *Bill D. Farleigh	Kenneth K. Farmer
Kent Snider	Kenneth K. Farmer
*Karen K. Randolf	Kenneth K. Farmer
*Anita T. Snider	Kenneth K. Farmer
Kenneth K. Farmer	Kent Snider

Present Lessees:

HPC, Inc.	70%
Kenneth K. Farmer	2.507%
James M. Brown	2.124%
Lowell J. Spicer	2.4975%
William C. Armor, Jr.	1.5%
Rex Randolph	2.4975%
Gordon Saathoff	6.668%
Rejane M. Burton	2.124%
Homme Family Trust	.75%
Bill D. Farleigh	5.00%
Paul J. Meyer	1.00%
Jeffrey E. Carter	.5%
J.E. Carter Energy & Development	2.832%

Description of Land Committed: Township 37 North-Range 110 West, 6th P.M.
Section 27: SE/4NE/4

Number of Acres: 40.00

Royalty Rate:

Black Butte Partners	16%
Judith A. Saathoff & Bill D. Farleigh	20%
Kent Snider	20%
*Karen K. Randolf	
*Anita T. Snider	
Kenneth K. Farmer	20%

Name & Percent of ORRI Owners:

Gordon Saathoff	1.6%
Kent Snider	.8%
*Karen K. Randolf	
*Anita T. Snider	
Bill D. Farleigh	.4%
Farmer Energy	1.2%

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(EXHIBIT "B")

(Tract III-cont'd.)

Present Lessees:

HPC, Inc.	70%
Kenneth K. Farmer	2.507%
James M. Brown	2.124%
Lowell J. Spicer	2.4975%
William C. Armor, Jr.	1.5%
Rex Randolph	2.4975%
Gordon Saathoff	6.668%
Rejane M. Burton	2.124%
Homme Family Trust	.75%
Bill D. Farleigh	5.00%
Paul J. Meyer	1.00%
Jeffrey E. Carter	.5%
J.E. Carter Energy & Development	2.832%

*Bill D. Farleigh acquired a 5% net mineral interest from Judith A. Saathoff, et vir, by Mineral Deed dated August 27, 1984, recorded September 19, 1984, Book 1, Page 497.

*Anita T. Snider and Karen K. Randolf acquired a mineral interest from Kent Snider by Mineral Deed dated September 18, 1984, recorded September 27, 1984, Book 1, Page 515.

(EXHIBIT "B")

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80	50%
2	40	25%
3	40	25%
	160	100%

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF THE APPLICATION OF HPC, INC. FOR AN ORDER FROM THE WYOMING OIL AND GAS CONSERVATION COMMISSION ESTABLISHING 160-ACRE DRILLING AND SPACING UNITS FOR THE PRODUCTION OF HYDROCARBONS FROM ALL FORMATIONS FROM THE TOP OF THE FRONTIER TO THE TOP OF THE MORRISON FORMATION UNDERLYING CERTAIN LANDS IN AN UNNAMED FIELD IN SUBLETTE COUNTY, WYOMING	)	CAUSE NO. 1 ORDER NO. 1 DOCKET NO. 139-86

APPEARANCES:

CRAIG NEWMAN, ATTORNEY REPRESENTING HPC, INC.

HPC, INC. - Doug Battin
Gary Houghton

STATE OF WYOMING - Richard D. Marvel

REPORT OF THE EXAMINER

This cause came on regularly for hearing before Richard D. Marvel, duly appointed hearing Examiner of the Wyoming Oil and Gas Conservation Commission, at 10:29, P. M., on the 8th day of April, 1986, in the office of the State Oil and Gas Supervisor, 777 West First Street, Casper, Wyoming, after due and legal notice given as required by law and as required by the Rules and Regulations of the Commission, to consider the application of HPC, Inc. for an order establishing one hundred-sixty (160) acre drilling and spacing units for the production of hydrocarbons from all formations from the top of the Frontier to the top of the Morrison Formation underlying lands in an unnamed field in Sublette County, Wyoming.

The Examiner proceeded to hear the witness' statements and thereafter considered the documentary evidence offered at the hearing. As a result of said hearing, the Examiner makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. HPC, Inc. is the owner of certain working interests and operating rights in and to the following-described lands, to wit:

Township 37 North, Range 110 West, 6th P. M.			
Section 22:	All	Section 27:	All
Section 23:	All	Section 34:	All
Section 26:	All	Section 35:	All

2. HPC, Inc. has drilled or caused to be drilled the New Forks Carney No. 34-23 well located in the SW¼ SE¼ of Section 23, Township 37 North, Range 110 West, a shut-in Dakota test, and the New Forks Black Butte Unit No. 32-27 well located in the SW¼ NE¼ of Section 27, Township 37 North, Range 110 West, a shut-in Muddy test.

3. The Examiner did find that all formations from the top of the Frontier to the top of the Morrison Formation underlie all of the lands which are the subject of this hearing, and that said formations each, independent of one another, or all taken collectively, constitute a pool as defined by the statutes of the State of Wyoming.

4. The Examiner did find that one hundred-sixty (160) surface acres is not smaller than the maximum area which can be efficiently drained by one well producing hydrocarbons from all formations from the top of the Frontier to the top of the Morrison Formation underlying the lands which are the subject of the application.

5. At the time of this hearing, the applicant amended the original application and requested that the permitted well location for the drilling and spacing units be in the center forty (C-40) acres of the one hundred-sixty (160) acres.

CONCLUSIONS OF LAW

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

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

3. This hearing was conducted in accordance with Wyoming Statutes regarding examiner hearings.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that one hundred-sixty (160) acre drilling and spacing units be established for all formations from the top of the Frontier to the top of the Morrison Formation underlying the following-described lands, to wit:

Township 37 North, Range 110 West, 6th P. M.			
Section 22:	All	Section 27:	All
Section 23:	All	Section 34:	All
Section 26:	All	Section 35:	All

IT IS FURTHER ORDERED that the permitted well for each drilling unit shall be located in the forty (40) acres within the center of each one hundred-sixty (160) acres or its equivalent for topographic or geologic conditions.

FURTHER, IT IS ORDERED that the New Forks Carney No. 34-23 well located in the SW¼ SE¼ of Section 23, Township 37 North, Range 110 West, and the New Forks Black Butte Unit No. 32-27 well located in the SW¼ NE¼ of Section 27, Township 37 North, Range 110 West, are exceptions to the well pattern and are the one and only well for their respective drilling and spacing unit.

IT IS FURTHER ORDERED that this order be temporary to be reviewed at the regularly scheduled meeting of the Commission in April, 1987. The applicant, HPC, INC., shall provide maps and other documentary evidence at that time depicting the development of the area above spaced.

DATED this 25th day of April, 1986.

WYOMING OIL AND GAS
CONSERVATION COMMISSION

/s/ Gary B. Glass

Mr. Gary B. Glass,
Acting Chairman - Commissioner

/s/ Howard M. Schrinar

Mr. Howard M. Schrinar,
Commissioner

/s/ Marvin A. Keller

Mr. Marvin A. Keller,
Commissioner

Richard D. Marvel

Mr. Richard D. Marvel,
Examiner

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By: Marilyn Oakes

By: J H Young
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

ACKNOWLEDGEMENT

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

On this 5th day of June, 1986, before me, a Notary Public in and for said County and State, came the above named J. H. YOUNG, 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

_____ By: _____
Rex Randolph

_____ By: _____
Gordon Saathoff

_____ By: _____
Rejane M. Burton

_____ By: _____
Homme Family Trust

_____ By: _____
Bill D. Farleigh

_____ By: _____
Paul J. Meyer

_____ By: _____
Jeffrey E. Carter

_____ By: _____

ATTEST:

J.E. Carter Energy & Development

_____ By: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST

By: Patricia Green
Asst. Secretary

North American Resources Company

By: C Carlson
President
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

By:

_____ By:_____
William C. Armor, Jr.

_____ By:_____
Rex Randolph

_____ By:_____
Gordon Saathoff

By:

_____ By:_____
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

_____ By:_____
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

STATE OF Montana)
County of Silver Bow)ss.

On this 3rd day of June, 1986, before the undersigned Notary Public in and for the State of Montana, personally appeared C. R. Anderson known to me to be the person/s whose name/s is/are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Notary Public in and for the State of Montana

Residing at Butte, Montana

My Commission expires 11/17/86

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____

Kenneth K. Farmer

Deborah L. Day

By: Kenneth K. Farmer

James M. Brown

_____ By:_____

State of Wyoming)
)
County of Natrona)

The foregoing instrument was acknowledged before me by Kenneth K. Farmer, Rex Randolph, Rejane M. Burton, Karen K. Randolph, Kent Snider, Anita T. Snider, Bill D. Farleigh, Gordon Saathoff and Judith A. Saathoff this 6th day of June, 1986.

Witness my hand and official seal.

My Commission Expires:

Deborah L. Day Notary Public
County of
Natrona Wyoming
My Commission Expires June 18, 1988

Deborah L. Day
Notary Public

_____ By:_____

Homme Family Trust

_____ By:_____

Bill D. Farleigh

_____ By:_____

Paul J. Meyer

_____ By:_____

Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

_____ By:_____
William C. Armor, Jr.

Connie Schiesser By:_____
Rex Randolph

_____ By:_____
Gordon Saathoff

_____ By:_____
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

_____ By:_____
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

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WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

_____ By:_____
William C. Armor, Jr.

_____ By:_____
Rex Randolph

Ronald K. Wingate By: Gordon Saathoff
Gordon Saathoff

By:

_____ By:_____
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

_____ By:_____
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

_____ By:_____
William C. Armor, Jr.

_____ By:_____
Rex Randolph

_____ By:_____
Gordon Saathoff

L. Lynn Bromley By: Rejane M. Burton
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

_____ By:_____
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

_____ By:_____
J.E. Carter Energy & Development

ATTEST:

_____ By:_____

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WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

_____ By:_____
William C. Armor, Jr.

_____ By:_____
Rex Randolph

_____ By:_____
Gordon Saathoff

_____ By:_____
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

Dixie Bowser By: Bill D Farleigh
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

By:_____

HPC, INC.

By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

By:_____

North American Resources Company

By:_____
Kenneth K. Farmer

_____

By:_____
James M. Brown

State of Montana
County of Lake
On this 4th day of June, 1986
personally appeared before me, J. M. ~~Brown Jr.~~

By: J M Brown Jr.
Lowell J. Spicer

Witness my hand and official seal.

Una J Thomas
~~Notary~~ Public
~~for the State of Montana~~
Residing in Polson
My Commission Expires 4/26/87
Una J. Thomas

_____

By:_____
William C. Armor, Jr.

_____

By:_____
Rex Randolph

_____

By:_____
Gordon Saathoff

_____

By:_____
Rejane M. Burton

_____

By:_____
Homme Family Trust

_____

By:_____
Bill D. Farleigh

_____

By:_____
Paul J. Meyer

_____

By:_____
Jeffrey E. Carter

_____

By:_____

ATTEST:

J.E. Carter Energy & Development

_____

By:_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

By:

_____ By:_____
William C. Armor, Jr.

_____ By:_____
Rex Randolph

_____ By:_____
Gordon Saathoff

By:

_____ By:_____
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

May 15, 1986

_____ By:_____
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

THE STATE OF TEXAS)
)
COUNTY OF MCLENNAN)

BEFORE ME, on this day personally appeared Paul J. Meyer, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of May, 1986.

Rose Frost

Notary Public in and for State of Texas

My Commission Expires: ROSE FROST, Notary Public
State of Texas
My Commission Expires 6-7-89

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____
Kenneth K. Farmer

_____ By:_____
James M. Brown

_____ By:_____
Lowell J. Spicer

_____ By:_____
William C. Armor, Jr.

_____ By:_____
Rex Randolph

_____ By:_____
Gordon Saathoff

_____ By:_____
Rejane M. Burton

_____ By:_____
Homme Family Trust

_____ By:_____
Bill D. Farleigh

_____ By:_____
Paul J. Meyer

_____ By:_____
Jeffrey E. Carter

Ray S. Foster By:

ATTEST:

J.E. Carter Energy & Development

Ray S Foster By:

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name Jeffrey E. Carter subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this the 17 day of June A.D. 1986

My Commission Expires:

4-19-88

Notary Public

Debra Sechrengost

Notary Name Typed or Printed

--NOTARY SEAL--

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey E. Carter, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said J. E. Carter Energy and Development Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

this the 17 day of June A.D. 1986

My Commission Expires:

4-19-88

Notary Public

Debra Sechrengost

Notary Name Typed or Printed

--NOTARY SEAL--

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

By:_____

_____

_____

_____

Before me personally appeared
William C. Armor, Jr.

State of Wyoming
County of Natrona

Patricia M. Lavin

Notary Public
My commission expires November 30, 1989

Patricia M. Lavin - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov. 30 1989

_____

_____

_____

_____

_____

ATTEST:

_____

HPC, INC.

By:_____
J.H. Young, Attorney-in-Fact

North American Rescurces Company

By:_____
Kenneth K. Farmer

By:_____
James M. Brown

By:_____
Lowell J. Spicer

By:_____
William C. Armor, Jr.

By:_____
Rex Randolph

By:_____
Gordon Saathoff

By:_____
Rejane M. Burton

By:_____
Homme Family Trust

By:_____
Bill D. Farleigh

By:_____
Paul J. Meyer

By:_____
Jeffrey E. Carter

By:_____

J.E. Carter Energy & Development

By:_____

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written and have set opposite their respective names and date of execution.

WITNESS:

HPC, INC.

By:_____ By:_____
J.H. Young, Attorney-in-Fact

ATTEST:

North American Resources Company

By:_____ By:_____

Kenneth K. Farmer

_____ By:_____

James M. Brown

_____ By:_____

Lowell J. Spicer

Before me personally appeared
William C. Armor, Jr.

State of Wyoming _____ By:_____
County of Natrona

William C. Armor, Jr.

Patricia M. Lavin By: William C. Armor Jr.

Notary Public
My commission expires November 30, 1989

Rex Randolph

Patricia M. Lavin - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 30 1989

_____ By:_____

Gordon Saathoff

_____ By:_____

Rejane M. Burton

_____ By:_____

Homme Family Trust

_____ By:_____

Bill D. Farleigh

_____ By:_____

Paul J. Meyer

_____ By:_____

Jeffrey E. Carter

_____ By:_____

ATTEST:

J.E. Carter Energy & Development

_____ By:_____

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ACKNOWLEDGEMENT

STATE OF Missouri)
CITY AND Kansas) ss.
COUNTY OF Newton)

On this 12th day of June, 1986, before me, a Notary Public in and for said County and State, came the above named Lowell J. Spicer 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 , 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:

9-1-87

Carol J. Campbell
Notary Public
1225 17th Street, Suite 3100
Denver, CO 80202

Carol J. Campbell
Comm Ex 9-1-87

_____	By: _____
	James M. Brown
_____	By: _____
	Lowell J. Spicer
_____	By: Lowell J. Spicer
	William C. Armor, Jr.
_____	By: _____
	Rex Randolph
_____	By: _____
	Gordon Saathoff
_____	By: _____
	Rejane M. Burton
_____	By: _____
	Homme Family Trust
_____	By: _____
	Bill D. Farleigh
_____	By: _____
	Paul J. Meyer
_____	By: _____
	Jeffrey E. Carter
_____	By: _____
ATTEST:	J.E. Carter Energy & Development
_____	By: _____

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Judith A. Saathoff

By: Judith A. Saathoff

WITNESS:

By: Kenneth K. Farmer

State of Wyoming)
)
County of Natrona)

The foregoing instrument was acknowledged before me by Kenneth K. Farmer, Rex Randolph, Rejane M. Burton, Karen K. Randolph, Kent Snider, Anita T. Snider, Bill D. Farleigh, Gordon Saathoff and Judith A. Saathoff this 6th day of June, 1986.

Witness my hand and official seal.

My Commission Expires:

Deborah Lynn Jay - Notary Public
County of Natrona
Wyoming
My Commission Expires June 18, 1988

Deborah Lynn Jay
Notary Public

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Anita T. Snider

By: Anita T. Snider

WITNESS:

Dixie Bowser

[redacted] [redacted] [redacted]

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Kent Snider

By: _____

WITNESS:

By: _____

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Bill D. Farleigh

By: Bill D Farleigh

WITNESS:

By: Dixie Bowen

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Karen K. Randolph

By: Karen K Randolph

WITNESS:

Connie Scherkes

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Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Kenneth K. Farmer

By: _____

WITNESS:

By: _____

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

ORRI Owner

Kent Snider

By: _____

WITNESS:

By: _____

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

ORRI Owner

Anita T. Snider

By: Anita T. Snider

WITNESS:

By: Dixie Brower

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

ORRI Owner

Karen K. Randolph

By: Karen K. Randolph

WITNESS:

By: Connie L. Herber

Signature Page to Communitization Agreement dated December 9, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

ORRI Owner

Bill D. Farleigh

By: Bill D Farleigh

WITNESS:

By: Dixie Bauer

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

ORRI Owner

Gordon Saathoff

By: Gordon Saathoff

WITNESS:

By: Ronald K. Clinger

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

ORRI Owner

Farmer Energy

By: _____

WITNESS:

By: _____

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

Black Butte Partners

By: _____

WITNESS:

Kathleen R. Bruno

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me by Peter Roy Carney this 11th day of June 1986.

NOTARY PUBLIC COOK COUNTY

_____
Notary Public

Commission Expires: _____

Signature Page to Communitization Agreement dated December 19, 1985, covering the NE/4 of Section 27, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming.

Royalty Interest Owner

John Otis Carney

By: John Otis Carney

WITNESS:

By: Frederick J. Carney

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me by John Otis Carney this 11th day of June 1986.

Notary Public

Commission Expires

Form No. 11 FIRZEL'S CASPER

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Getty Oil Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Florence MacGlashan Palmer and A.E. Palmer, 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 Florence MacGlashan Palmer and A. E. Palmer, her husband, 2414 Cheesbrough Way, Casper, Wyoming 82601, Lessors, and Thomas F. Stroock, P.O. Box 2875, Casper, Wyoming 82602

as lessee, dated the 8th day of June 19 73, insofar as same covers the following described land, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Section 17: NW¼SE¼, S½SE¼
Section 20: NE¼, NW¼SE¼

212657

RECORDED July 3 19 86 8:00 AM
IN BOOK 77 Oil PAID 120
FEE $ 4.00 Lenny Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Section ____, Township ____, Range ____, and containing 320.00 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 Page 371.

Executed this 25th day of June, 1986

GETTY OIL COMPANY

ATTEST: _____ By: D. P. Laughry

Attorney-in-Fact

(SEAL)

CO-WY

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

The foregoing instrument was acknowledged before me this 25th day of June, 1986, by D. P. Laughry, the Attorney-in-Fact of GETTY OIL COMPANY, a corporation.

WITNESS My hand and official seal.

JOAN E. ENGET NOTARY PUBLIC

Joan E. Enget
Notary Public
Residing at: Arvada, Colorado

My commission expires: June 27, 1990

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.

120

121

Form No. 11

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Getty Oil Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Doris McGlashan Bath, her 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 Doris MacGlashan Bath, a widow, Rex Route, Box 78 Laramie, Wyoming 82070, Lessor, and Thomas F. Stroock,

as lessee, dated the 1st day of September 19 73 insofar as same covers the following described land, to-wit:

Township 29 North, Range 111 West, 6th P.M.
Section 20: E½SE¼
Section 21: Lots 9 and 10
Section 29: E½E½
Section 32: NE¼NE¼

212658

RECORDED July 3 1986 8:00A M
IN BOOK 77 Misc PAGE 121
FEES $4.00 Sara J Yarn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Section ---, Township ---, Range ---, and containing 311.82 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 Page 699.

Executed this 25th day of June, 1986

GETTY OIL COMPANY

ATTEST: ---

By: D. P. Loughry

Attorney-in-Fact

(SEAL)

CO-WY

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

The foregoing instrument was acknowledged before me this 25th day of June, 1986, by D. P. Loughry, the Attorney-in-Fact of GETTY OIL COMPANY, a corporation.

WITNESS My hand and official seal.

JOANNE VENCET NOTARY PUBLIC STATE OF COLORADO

Joann E Vencet
Notary Public
Residing at: Arvada, Colorado

My commission expires: June 27, 1990

---, 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.

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of May, 19 86

between Jean Muir Miller, aka Jean M. Muir Miller, a single woman
860 Bates Avenue
El Cerrito, California 94530 hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette 219721

State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

July 10, 1986 10:00 AM
Book 122
6th Page 122
Laura Lyle
by Dorothy Wilson

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Bank of America Bank at El Cerrito, California, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Jean Muir Miller

Jean Muir Miller

SS #569-20-2413

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Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of May, 1986, personally appeared Jean Muir Miller, aka Jean M. Muir Miller, a single woman

OFFICIAL SEAL
GENE S. BOAZ
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ALAMEDA COUNTY
My Commission Expires Dec. 26, 1987

XXX 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 DEC. 26, 1987

Gene S Boaz
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

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

My Commission Expires _____

Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____

No. Acres _____

County _____

Term _____

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

County Clerk.

By _____ Deputy.

When recorded return to

EWAB INCORPORATED
~~1099 City Center 4~~
1801 California Street
Denver, Colorado 80202

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 6th day of May, 19 86

between Dorothy T. Muir Mounts, formerly Dorothy Muir, a widow
5540 W. Dry Creek Road
Healdsburg, California 95448 hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette 249722, State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 26: $NE\frac{1}{4}NE\frac{1}{4}$
Section 35: $NE\frac{1}{4}SE\frac{1}{4}$
Section 36: $W\frac{1}{2}$

July 10 1986 1:00 PM
Filed for record at the request of Grantee
SUBLETTE COUNTY CLERK
124

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Bank of America Bank at Healdsburg, California, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100--- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Dorothy T. Muir Mounts

Dorothy T. Muir Mounts

SS #551-70-3433

124

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Printed by P&M Printing, 511 16th St., Suite 222, (303) 893-1681

STATE OF CALIFORNIA }
COUNTY OF SONOMA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of May, 19 86, personally appeared Dorothy T. Muir Mounts, formerly Dorothy Muir, a widow

OFFICIAL SEAL
FELICIA BALL
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires June 7, 1988

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

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

My Commission Expires 6-7-88

Felicia Ball
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

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

My Commission Expires _____

_____
Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

Dated _____

No. Acres _____

_____ County, _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

RWAB INCORPORATED
1600 City Center 4
1801 California Street
Denver, Colorado 80202

Form 88—(Producers)
Kan., Okla. & [redacted]

Rev 1974

OIL AND [redacted] LEASE

THIS AGREEMENT, Entered into this the 6th day of May, 19 86

between Ann I. Muir, a widow
1534 Brown Street
Martinez, California 94553

hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Ste. 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette 212723

State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 26: NE¼NE¼
Section 35: NE¼SE¼
Section 36: W½

July 10 1986 1:00 PM
Book 177 Misc Page 126
Sublette County Clerk
[illegible]

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 6th day of May, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Wells Fargo Bank at Martinez, California 94553, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and no/100---Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results thereform, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Ann I. Muir

Ann I. Muir

SS #572-12-7274

126

Printed by P&M Printing (303) 893-1681

STATE OF CALIFORNIA }
COUNTY OF Contra Costa } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of May, 19 86, personally appeared Ann I. Muir, a widow

~~xxxx~~

, 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 4-14-89

Notary Public.

Address: 901 Main St.,Martinez, CA 94553

STATE OF }
COUNTY OF } ss.

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

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

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public.

(SEAL)

Address:

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

BWAB INCORPORATED
1099 City Center 4
1801 California Street
Denver, Colorado 80202

After filing, return to: John Crews P.O. Box [redacted]

THE STATE OF WYOMING	§	ASSIGNMENT
	§	OF
COUNTY OF SUBLETTE	§	WORKING INTEREST

WHEREAS, the undersigned, ALICE GARLAND OIL & GAS, INC., a Texas Corporation, acting by and through its duly authorized officer, owns a working interest in one certain Oil and Gas Lease known as the Allen-Wells Lease covering and affecting the following described property, to-wit:

> The west one-half of the southeast one-quarter (W½SE¼) of Section 15, and the Northwest one-quarter of the Northeast one-quarter (NW¼NE¼) of Section 22, all in Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming, containing 120 acres, more or less,

as shown of record in the County where said land is located, reference to which records is hereby made for a more complete description of the property conveyed by this instrument;

NOW, THEREFORE, for and in consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, ALICE GARLAND OIL & GAS, INC., the present owner and holder of the above described working interest, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY all of its right, title and interest in and to the working interest under said Lease to ALICE CHRISTMANN GARLAND, being one and the same person as ALICE DIANNE CHRISTMANN and ALICE C. GARLAND, as her separate property and estate, 9405 Nashville, Lubbock, Texas 79423.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and to Grantee's heirs, administrators, executors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said property and rights unto Grantee, and Grantee's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the undersigned, but not otherwise.

212751

RECORDED July 14 1986 8:00A M
IN BOOK 77 Oil PAGE 128
FEES $6.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

EXECUTED this the 17 day of June, 1986.

ALICE GARLAND OIL & GAS, INC.

By: Alice Garland
ALICE GARLAND, President

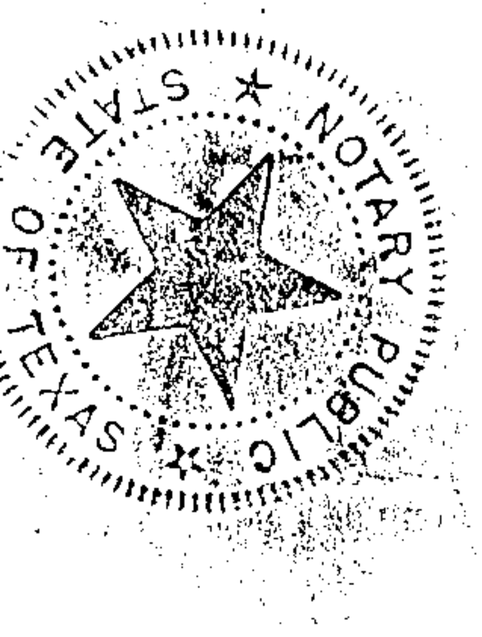
THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 17th day of June, 1986 by ALICE GARLAND, President of ALICE GARLAND OIL & GAS, INC., a Texas Corporation, on behalf of said Corporation.

My commission expires:
12-31-88

Mildred J. Miller
Notary Public, State of Texas
Mildred J. Miller
(stamped or printed name)



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
April 1, 1979

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	Assignment approved as to lands described below
Township 27 North, Range 112 West Section 1: Lots 3,4,S½NW¼ containing 160.30 acres, more or less Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2 212752 July 14 A.D. 19 86 8:00 A.M. and duly recorded in Book 177 Misc. Page 130 of the records of Sublette County Clerk SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McClure

Wy-114-605 CR-116

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 23rd day of May, 19 86., but effective May 1, 1984.

TCPL RESOURCES U.S.A. LTD.

By: D. Gundry-White, Attorney-in-Fact
(Assignor's Signature)

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 JUL 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

JUN 30 1986
(Date)

For Assignee
JJH

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

130

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
COUNTY OF DENVER)

On this 23rd day of May, 19 86, before me appeared D. Gundry-White, 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 D. Gundry-White acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 23rd day of May, 19 86.

My Commission Expires: 8/15/86

NOTARY PUBLIC within and for the
City and County of Denver,
State of Colorado
216 16th Street, Suite 1100
Denver, Colorado 80202

rence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

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

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

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

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

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
USA W-67178

Lease effective date
April 1, 1979

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

PART I

1. Assignee's Name

Dome 1980 Institutional Investors Ltd.

Address (include zip code)
P. O. Box 2100
Denver, Colorado 80201

The undersigned, as owner of 8.666665 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 112 West
Section 1: Lots 3,4,S½NW¼

from the surface down to 10,300 feet

containing 160.30 acres, more or less
Sublette County, Wyoming

212753

RECORDED July 14 TO 8:00 AM
IN BOOK 74 Orig PAGE 132
FEES $6.00 State of Utah COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

Wy-114-605 CR-116.7

3. Specify interest or percent of operating rights being conveyed to assignee	100% of 8.666665%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5.0%

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

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

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

Executed this 23rd day of May, 19 86, but effective May 1, 1984.

TCPL RESOURCES U.S.A. LTD.

By: [signature]
(Assignor's Signature)
D. Gundry-White, Attorney-in-Fact

216 16th Street, Suite 1100
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1986

By [signature]
ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

JUN 30 1986
(Date)

132

For Assignee JJH

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

PART II

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

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

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

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

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 23rd day of May, 1986, before me appeared D. Gundry-White, 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 D. Gundry-White acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 23rd day of May, 1986.

My Commission Expires:
8/5/86

NOTARY PUBLIC within and for the
City and County of Denver,
State of Colorado
216 16th Street, Suite 1100
Denver, Colorado 80202

lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to 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

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, ITR Petroleum, Inc. (successor in interest to ITR Petroleum (Delaware), Inc.); Energetics 1981 Year-End Ltd., Energetics Stroh 1981 Year-End Ltd. assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069,

and covering land situate in Sublette County, Counties, described as follows:

212754

RECORDED July 14 1986 8:00 AM
IN BOOK 77 Ox 8 PAGE 134
FEES 10.25 Lee D. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK

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

Section 16: All

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 Terra Resources, Inc.

of 1200 - 17th St., Suite 2200, Denver, Co assignee, ~~all rights, title and~~ interest of assignor in and to said lease insofar as it covers the following described land: See attached Exhibit "A"

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

Tract I : Section 16: SW/4
Tract II: Section 16: SE/4
Subject to the reservation of overriding royalty interest below. It is the intent of Assignor to assign all of its interest to Assignee as to Tract I and 50% of its interest as to Tract II Lands. * See attached Exhibit "A"

and containing 80 acres, more or less, reserving, however, unto assignor an overriding royalty interest of 5% as to Tract I lands, further defined in that certain Farmout Agreement dated September 27, 1985 (as amended) described on Exhibit "A" attached hereto. **

TO HAVE AND TO HOLD unto the said Terra Resources, 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, ** See attached Exhibit "A"

IN WITNESS WHEREOF, this instrument executed this 1st day of April, 1986, effective the date of first production from the Phillips State 1-16 Well located in the SW/4 of Section 16 Township 27 North, Range 111 West.

WITNESS:

ITR PETROLEUM, INC. (successor in interest to ITR PETROLEUM (DELAWARE), INC.) Assignor-Lessee

By Alan B. Nicol Vice President

Attest: Edward McLaughlin, Assistant Secretary

(SEAL)

ENERGETICS 1981 YEAR-END LTD.
By: Energy Properties, Inc., G.P.
President

ENERGETICS STROH 1981 YEAR-END LTD.
By: Energy Properties, Inc., G.P.
President

ATTEST: ENERGY ASSOCIATES CORPORATE SEAL
Assistant Secretary

ATTEST: ENERGY ASSOCIATES CORPORATE SEAL
Assistant Secretary

On this 10th day of April, A. D. 19 86, before me personally appeared Alan B. Nicol, to me personally known, who, being by me duly sworn, did say that he is the Vice President of ITR PETROLEUM, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Alan B. Nicol acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 10th day of April, A. D. 1986.

(SEAL) NOTARY PUBLIC STATE OF COLORADO

L. Mayer
Notary Public

My Commission expires: 1-26-87

Assignment ~~Approved by Board of Land Commissioners~~ FILED IN THE LEASE FILE: FILED: APRIL 25, 1986

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

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

10M—4-77 ls/

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

On this 8th day of APRIL, A.D. 1986, before me personally appeared JORDAN R. SMITH, to me known, who, being by me duly sworn, did say that he is the PRESIDENT of ENERGY ASSOCIATES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JORDAN R. SMITH acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of APRIL, A.D. 1986.

CYNTHIA F. STEPHENS NOTARY PUBLIC STATE OF COLORADO

Cynthia F. Stephens
Notary Public

My Commission Expires: My Commission Expires July 11, 1989
2980 S. Ceylon Way, Aurora, CO 80013

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

On this 8th day of APRIL, A.D. 1986, before me personally appeared JORDAN R. SMITH, to me known, who, being by me duly sworn, did say that he is the PRESIDENT of ENERGY ASSOCIATES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JORDAN R. SMITH acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of APRIL, A.D. 1986.

CYNTHIA F. STEPHENS NOTARY PUBLIC STATE OF COLORADO

Cynthia F. Stephens
Notary Public

My Commission Expires: My Commission Expires July 11, 1989
2980 S. Ceylon Way, Aurora, CO 80013

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated April 1, 1986 by and between ITR PETROLEUM, INC., ENERGETICS 1981 YEAR-END LTD., ENERGETICS STROH 1981 YEAR-END LTD., as Assignor, and TERRA RESOURCES, INC., as Assignee covering lands in Sublette County, Wyoming.

ASSIGNOR:	INTEREST CONVEYED (%):	
Energetics 1981 Year-End Ltd.	Tract I :	3.01925
	Tract II:	1.509625
Energetics Stroh 1981 Year-End Ltd.	Tract I :	0.7865
	Tract II:	0.393250
ITR Petroleum, Inc.	Tract I :	14.323562
	Tract II:	3.344552
Total:	Tract I :	18.129312
	Tract II:	5.247427

* Limited in depth from the surface to the stratigraphic equivalent of 10,700 feet, as encountered in the Phillips State 1-16 Well located in the SW/4 of Section 16, Township 27 North, Range 111 West.

** Subject to that certain Farmout Agreement dated September 27, 1985 by and between ITR Petroleum (Delaware), Inc. et al, and Terra Resources, Inc. as amended October 11, 1985 and October 23, 1985.

Also subject to the terms and conditions of that certain Farmout Agreement dated April 28, 1982, as amended June 29, 1982, by and between General American Oil Company of Texas, Farmor and Energetics, Inc., a Colorado corporation, Farmee and that certain Assignment of Oil and Gas Lease dated January 14, 1983, recorded in Book 67, Page 527, Sublette County, Wyoming.

RETURN TO: TERRA RESOURCES, INC.
P. O. BOX 2329
TULSA, OKLA. 74101
ATTN: LAND DEPT.

Producers 88 — WHC
Montana 1980
With Option

OIL AND GAS LEASE

Billings Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of 22nd day of May 19 86 by and between

Robert V. Thompson and Bette M. Thompson, husband and wife
P.O. Box 220
Big Piney, Wyoming 83113

hereinafter called Lessor,

and R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

hereinafter called Lessee

1. Lessor, for and in consideration of ten and more Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette State of Wyoming described as follows (herein called "said land")

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW¼;
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼;

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼;

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise five (5) 806.61 acres

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal ~~XXXXXXXXX~~ of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, ~~XXXXXX~~ of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense. *fifteen percent (15%)

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the First Wyoming (Account #56-11578-1) Bank at Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eight Hundred Six and 61/100ths ----- ($306.61) ---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege 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. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, 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. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. 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 said land 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 placed in such unit.

10. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

15. The consideration paid for this lease shall also constitute consideration for an option to the lessee, its successors and assigns, to extend the initial five-year primary term for a second five-year term by the payment of an additional bonus of $ 20.00 per net mineral acre, said bonus to be deposited in the Depository Bank provided for herein on or before the expiration of the initial five-year primary term. Payment of the said optional bonus amount shall constitute notice to lessor of exercise of the option. In the event lessee elects to exercise this option and makes the bonus payment provided for above then all terms of this lease shall remain in full force and effect as if the original primary term was ten years, except that the optional bonus payment shall be considered as including the 6th year rental payment and no separate 6th year rental payment need be made.

Robert V. Thompson
SS#520-16-3668

X Bette M. Thompson
SS# 520-64-2104

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

On this 25th day of May 19 86, before me personally appeared

Robert V. Thompson and Bette M. Thompson, husband and wife

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

Notary Public

My commission expires:

January 22, 1987

Residing at Big Piney, Wy.

ACKNOWLEDGMENT FOR INDIVIDUAL

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

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

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

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

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

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

212903

RECORDED July 18 19 86 8:00 AM
IN BOOK 177 Orig PAGE 137
FEES $6.00 Fees Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

1137

FORM TA-21-2 REV 9 15 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 22nd day of May, 1986, from Robert V. Thompson and Bette M. Thompson, husband and wife, as Lessors, to R. K. O'Connell, as Lessee, recorded in Book ___, Page ___, of the ___ Records of Sublette County, Wyoming, is owned by R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW¼;
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼;

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼;

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 R. K. O'Connell subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Robert V. Thompson and Bette M. Thompson, husband and wife P.O. Box 220 Big Piney, Wyoming 83113	First Wyoming Bank Big Piney, Wyoming 83113 Account # 56-11578-1	$806.61

212804

RECORDED July 15 19 86 8:00 AM
IN BOOK 77 Misc PAGE 139
FEES $6.00 Laura Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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 22nd day of May, 19 86.

Robert V. Thompson
Robert V. Thompson
SS# 520-16-3668 (SEAL)

x Bette M. Thompson
Bette M. Thompson
SS# 520-64-2104 (SEAL)

(SEAL)

(SEAL)

[redacted] [redacted] [redacted]

Printed by P&M Printing (303) 893-1681

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of May, 19 86, personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife

and [illegible], 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 16, 1989 [illegible] Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

_____

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

_____

My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____ corporation, by it voluntarily executed.

_____

My Commission Expires:

_____
Notary Public

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

Mid-Continent Association Form

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. K. O'Connell and Vula O'Connell, husband and wife

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto R. K. O'Connell Pension Plan, P.O. Box 2003, Casper, Wyoming 82602

(hereinafter called Assignee), all right, title and interest in and to the oil and gas lease dated the 22nd day of May 19 86, from Robert V. Thompson and Bette M. Thompson, husband and wife, P.O. Box 220, Big Piney, Wyoming 83113, Lessor, to R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602, Lessee, recorded in book ____, page ____, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5 (42.66), 6 (41.64), 7 (40.61), W½SE¼, E½SW¼, SE¼NW¼;
Section 7: Lots 1 (40.14), 2 (40.21), W½NE¼, E½NW¼;

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5 (40.32), 6 (40.57), 7 (40.46), SW¼NE¼, W½SE¼;

STATE OF ____ } ss.
COUNTY OF ____
This instrument was filed for record on the ____ day of ____, 19____, at ____ o'clock __ M., and duly recorded in book ____ Page ____ of the records of this office.

Register of Deeds.

When recorded Return to ____

212805

RECORDED July 15 19 86 9:02 M
IN BOOK 77 Misc PAGE 441
FEES $ 4.00 Laura J Vula COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

of Section ***, Township ***, Range ***, and containing 806.61 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 30 day of June, 19 86.

x ____ (Seal)
R. K. O'Connell

____ (Seal)

x Vula O'Connell (Seal)
Vula O'Connell

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 30th day of June, 19 86, personally appeared R. K. O'Connell and Vula O'Connell, 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 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.

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1990

My Commission Expires ____

Cindy L. King
Notary Public.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, American Quasar Petroleum Co. of New Mexico whose address is 1700 Broadway, Suite 707, Denver, Colorado 80290 (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 Silverado Royalty whose address is P.O. Box 3004, Littleton, Colorado 80121 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of Two Percent of Eight-Eighths (2% of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the lands and under the terms of those certain oil and gas leases described in the Schedule of Leases attached hereto as Exhibit "A" and by this reference made a part hereof.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its 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 leases.

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 leases is less than the entire working interest, or if said oil and gas leases cover less than the entire fee mineral 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 30th day of April, 1986.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

By: G. Hagerman
G. Hagerman, Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 1986, by G. Hagerman as Attorney-in-Fact on behalf of American Quasar Petroleum Co. of New Mexico.

Witness my hand and official seal.

My Commission Expires: KAREN BLAHA NOTARY PUBLIC STATE OF COLORADO 11-14-88

Notary Public - Karen Blaha
1700 Broadway, Suite 707
Denver, Colorado 80290

212910

RECORDED July 25 1986 8:00 AM
IN BOOK 117 Misc PAGE 142
FEES $13.50 Karen Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

142

LEASE NUMBER / BLOCK	LESSOR	LESSEE	STATE/COUNTY	LSE DTE / EXPIRE DTE / RECORDED	GROSS ACRES	NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0470014 TRACT 01 RILEY RIDGE WY047 TRACT-STATUS: RN OPERATOR-STATUS: P	USA W-56739	JUDY P CLIFTON	WY SUBLETTE	12/01/76 12/01/1986 BK 58 PG 466					
DESCRIPTION: T30N R114W, 6TH-PM SEC 31: LOTS 1 THRU 4, W2E2 SEC 32: ALL				DEPTH A	961.680 CO-NET	961.680 334.224	.34754200	.12500000	.06250000
WY0470015 TRACT 01 RILEY RIDGE WY047 TRACT-STATUS: UR OPERATOR-STATUS: W	ST OF WY 82-0032	RALPH A DESIMONE	WY SUBLETTE	12/14/81 01/02/1987					
DESCRIPTION: T31N R114W, 6TH-PM SEC 36: W2				DEPTH A	320.000 CO-NET	320.000 106.667	.33333340	.12500000	.05000000
WY0470016 TRACT 01 RILEY RIDGE WY047 TRACT-STATUS: RN OPERATOR-STATUS: P	USA W-74330	NANCY S HANAGAN	WY SUBLETTE	03/01/82 03/01/1992 N/A					
DESCRIPTION: T30N R115W, 6TH-PM SEC 3: LOTS 3, 4, S2NW, SW				DEPTH A	323.950 CO-NET	323.950 107.983	.33333333	.12500000	.06250000
WY0470020/A TRACT 01 RILEY RIDGE WY047 TRACT-STATUS: RN OPERATOR-STATUS: W	JORDAN, JENNIE B ET AL	AQPNM	WY SUBLETTE	04/16/82 04/16/1987					
DESCRIPTION: T30N R114W SEC 23: NENE SEC 24: W2NW, SENW, S2				DEPTH A	480.000 CO-NET	320.000 320.000	1.00000000	.16666700	.00000000
WY0470026 TRACT 01 RILEY RIDGE WY047 TRACT-STATUS: RN OPERATOR-STATUS: P	USA W-72878	O WOODWARD EKLUND	WY SUBLETTE	10/01/81 10/01/1991 BK 63 PG 136					
DESCRIPTION: T30N R115W, 6TH-PM SEC 16: ALL SEC 20: ALL SEC 21: ALL SEC 29: ALL SEC 33: ALL				DEPTH A	3200.000 CO-NET	3200.000 1066.667	.33333333	.12500000	.04375000

143

LEASE NUMBER	LESSOR / BLOCK	LESSEE / STATE/COUNTY	LSE DTE / EXPIRE DTE / RECORDED	GROSS ACRES	NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0470031	USA W-69874	J T LYKES JR	01/01/80 01/01/1990					
TRACT 01	RILEY RIDGE WY047	WY SUBLETTE	N/A					
TRACT-STATUS: RN OPERATOR-STATUS: P				1958.800	1958.800		.12500000	.06666700
			DEPTH A CO-NET		652.933	.33333334		

DESCRIPTION T30N R114W, 6TH-PM
SEC 19: LOTS 1, 2, 3, 4, E2SW, NESE, S2SE
SEC 20: NW, NWSE
SEC 28: N2
SEC 29: ALL
SEC 30: N2NE, SWNE, SE
SEC 31: E2E2

LEASE NUMBER	LESSOR / BLOCK	LESSEE / STATE/COUNTY	LSE DTE / EXPIRE DTE / RECORDED	GROSS ACRES	NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0470032	USA W-69890	JIM A WILKINSON ET AL	01/01/80 01/01/1990					
TRACT 01	RILEY RIDGE WY047	WY SUBLETTE	N/A					
TRACT-STATUS: RN OPERATOR-STATUS: P				2155.200	2155.200		.12500000	.01562500
			DEPTH A CO-NET		673.500	.31250000		

DESCRIPTION T30N R115W, 6TH-PM
SEC 14: NW, N2SE
SEC 22: W2
SEC 27: W2
SEC 34: ALL
SEC 36: LOTS 1 THRU 4, W2E2, W2

LEASE NUMBER	LESSOR / BLOCK	LESSEE / STATE/COUNTY	LSE DTE / EXPIRE DTE / RECORDED	GROSS ACRES	NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0470036	USA W-79181	ALEXANDER S BOWERS	11/01/82 11/01/1992					
TRACT 01	RILEY RIDGE WY047	WY SUBLETTE	N/A					
TRACT-STATUS: RN OPERATOR-STATUS: W				2560.000	2560.000		.12500000	.07000000
			DEPTH A CO-NET		2560.000	1.00000000		

DESCRIPTION T30N R115W, 6TH-PM
SEC 9: E2
SEC 10: W2
SEC 17: ALL
SEC 28: ALL
SEC 32: ALL

	GROSS ACRES	NET ACRES
TOTAL ACRES	11,959.63	11,799.63
DEPTH A CO-NET		5,821.97

441

145

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-73977

Lease effective date
June 1, 1951

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

212911

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

RECORDED July 25 1986 8:00 AM
IN BOOK 77 Oil & Gas PAGE 145
FEES 6.00 Lou J. Hall COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

The undersigned, as owner of 19.9998* percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

* From the surface of the ground down to the stratigraphic equivalent of 6,724 feet.

TRACT 1:

Township 32 North, Range 114 West, 6th P.M.
Section 20: N½SE¼
Being a portion of the Drillsite Spacing Unit as defined for the Mickelson Creek Federal #43-20 Well, containing 80.00 acres, more or less, in Sublette County, Wyoming, from the surface of the ground down to the stratigraphic equivalent of 6,724 feet.

Tract 2:

Township 32 North, Range 114 West, 6th P.M.
Section 20: NE¼
Containing 160.00 acres, more or less, in Sublette County, Wyoming, from the surface of the ground down to the stratigraphic equivalent of 6,724 feet.

This assignment is made subject to the terms and conditions of that certain Farmout Agreement dated October 1, 1984, as amended, by and between Belco Development Corporation and Celeron Oil and Gas Company.

3. Specify interest or percent of operating rights being conveyed to assignee	As to Tract 1- 19.9998%; As to Tract 2-9.9999%
4. Specify interest or percent of operating rights being retained by assignor	As to Tract 1- None; As to Tract 2- 9.9999%
5. Specify overriding royalty interest being reserved by assignor	(prop. reduced) = 5% x .199998 = .99999%
6. Specify overriding royalty previously reserved or conveyed, if any	4.75%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 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 26th day of March, 19 85., but effective as of the date of first production from the Mickelson Creek Federal #43-20 Well.

BELCO DEVELOPMENT CORPORATION

By: J. M. Oswald (Assignor's Signature)
J. M. Oswald Executive Vice President

Post Office Box 5610 T. A.
(Assignor's Address)

BDC Lease #1390-013

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1985

By [signature] ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAR 31 1986
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.

[redacted] [redacted] 202-000[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 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 DEVELOPMENT CORPORATION.

This 26th day of March, 1985.

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

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

My commission expires:

March 27, 1989

Gloria West
Notary Public
7800 East Union Parkway
Tower II, Suite 500
Denver, Colorado 80237

AFTER RECORDING RETURN TO:
Land Department
Meridian Oil
P.O. Box 90005
El Paso Texas 79989

147

Correction recorded in
Book 87 OGA, Pg 737.

CONVEYANCE

THIS INSTRUMENT OF CONVEYANCE executed this 16th day of July, 1986, by EL PASO NATURAL GAS COMPANY, a Delaware corporation, with principal offices in El Paso, El Paso County, Texas (hereinafter referred to as "Grantor"), to EL PASO PRODUCTION COMPANY, a Delaware corporation, with principal offices in El Paso, El Paso County, Texas (hereinafter referred to as "Grantee");

W I T N E S S E T H:

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, by these presents does, effective as of 7:00 o'clock A.M., Houston time, on the effective date(s) specified in Paragraph 7 below (said hour and date(s) being hereafter referred to as the "Effective Date"), GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, the following:

A. All of Grantor's right, title and interest in and to the conveyances, mineral deeds, oil, gas and mineral leases and/or oil and gas leases and/or lands ("properties and interests") which are specifically described in Exhibit A attached hereto and hereby made a part of this conveyance (hereinafter referred to as "Exhibit A");

B. All of Grantor's right, title and interest in facilities and equipment the costs of which are currently recorded, or would eventually be recorded, in Accounts 325.2, 325.3, 330 and/or 331 of the Uniform System of Accounts prescribed by the FERC, insofar as such facilities and equipment are located in, on, or under the properties and interests which are specifically described or referred to in Exhibit "A".

C. All of Grantor's right, title and interest in and to any assignments, subleases, agreements and/or contracts covering or relating to Grantor's ownership of the properties and interests;

D. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing pooling, unitization and communitization agreements and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any Federal or State governmental body or agency having jurisdiction), which relate to any of the properties and interests specifically described in Exhibit A or to the production of oil, gas and other hydrocarbons (all oil, gas and other hydrocarbons being herein collectively called "Hydrocarbons") from or attributable to said properties and interests;

E. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which relate to Grantor's ownership of the properties and interests specifically described or referred to in Exhibit A (or properties pooled, communitized or unitized therewith) or to the production of Hydrocarbons from or attributable to said properties and interests; and

212912

RECORDED July 25 1986 8:00 AM
IN BOOK 77 OGA PAGE 147
FEES $ 27.25 Sara Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

F. Without limiting the foregoing, all of Grantor's right, title and interest (whether now known or hereafter ascertained) in, to and under, or derived from, the mineral fee ownerships, leaseholds, easements, rights of way and other interests of whatsoever character, including, without limitation, royalty, overriding royalty, production payment, net profit, leasehold, fee and mineral interests, owned or claimed by Grantor, wheresoever situated, insofar as the same cover or relate to the properties and interests specifically described in Exhibit A.

All of the above described properties and interests and rights are hereinafter collectively referred to as "Subject Interests", and each individual interest separately described or referrred to in Exhibit A is hereinafter referred to as a "Subject Interest". The term "Subject Interests" shall include also (i) said properties and interests and rights as the same shall be constituted from time to time after the execution and delivery of this Conveyance, and as enlarged or diminished by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties and interests or rights are subject, or otherwise; (ii) any and all renewals and extensions of any of said properties and interests or rights; (iii) all leases, instruments, contracts and agreements supplemental to or amendatory of or in substitution for the leases, instruments, contracts and agreements described above in A, C, D, E, and F insofar as the same relate to any Subject Interest; and (iv) all rights, titles and interests accruing or attributable to any Subject Interest by virtue of its being included in any unit.

TO HAVE AND TO HOLD the Subject Interests unto Grantee and its successors and assigns forever; provided, however, this Conveyance is made subject to the following terms and provisions, to-wit:

1.

At the Effective Date, or as soon thereafter as is practicable, Grantor shall gauge, or cause to be gauged, all field storage facilities for production from the Subject Interests and all such production produced prior to the Effective Date, and the proceeds from the sale thereof, shall be allocated or paid to the Grantor. All production from the Subject Interests produced after the Effective Date, and proceeds from the sale thereof, shall be allocated or paid to Grantee.

2.

All operating expenses, development costs and ad valorem taxes attributable to the Subject Interests and incurred or accruing prior to the Effective Date shall be paid by or allocated to Grantor and all such expenses and costs incurred or accruing after the Effective Date shall be paid by or allocated to Grantee.

3.

It is understood and agreed that with respect to oil, gas and mineral leases and/or oil and gas leases which, or interests in which are included in the Subject Interests, from the United States of America or one or more states or agencies thereof, or from Indian tribes, bands or groups, or on lands alloted to Indians in severalty, separate assignments on approved forms may be executed by Grantor to Grantee in sufficient counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although unqualified in form or in the case of leases or interests in leases from the United States of America not specifically containing all of the terms and provisions hereof, shall be deemed to contain all of the exceptions, exclusions, retentions, reservations, rights, titles, interests, estates, remedies, 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.

4.

At any time or from time to time simultaneously with or subsequent to the execution of this Conveyance, Grantor agrees to execute and deliver, or cause to be executed and delivered, all such deeds, assignments, conveyances, consents, division orders, transfer orders and other documents and instruments and take, or cause to be taken, all such actions as may be reasonably necessary in order to put Grantee in actual possession and control of the Subject Interests or to assist Grantee in exercising rights with respect thereto, including but not limited to the filing of such applications in support of such consents, approvals, authorizations, or abandonments as may be required or deemed necessary from any governmental agencies or bodies having jurisdiction over the Subject Interests.

5.

All of the terms, covenants, representations, warranties and conditions of this Conveyance shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

6.

This Conveyance is executed in multiple originals, each of which shall be deemed an original and all of which are identical, except that in the case of certain copies, to facilitate recordation, portions of Exhibit A which describe properties situated in counties other than the county in which the particular copy is being recorded have been omitted.

7.

The Effective Date for the conveyance of each of the Subject Interests is July 1, 1986, or, in the case of the Subject Interests the transfer of which requires consents, approvals, authorizations or abandonments by the Federal Energy Regulatory Commission or any successor or replacement body having jurisdiction (herein referred to as "FERC"), the date upon which the conveyance is permitted to be effective by the FERC.

IN WITNESS WHEREOF, Grantor has executed this Conveyance on the day and year first above written, but effective as of the Effective Date.

EL PASO NATURAL GAS COMPANY

By: Charles R. Jack
Charles R. Jack
VICE PRESIDENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Jack, Vice President, of EL PASO NATURAL GAS COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of July, 1986.

EMMIE M. GARDEA
NOTARY PUBLIC in and for
El Paso County, T E X A S

EMMIE M. GARDEA
Notary Public in and for STATE of TEXAS
My Commission Expires 05-22-88

EXHIBIT A
TO
CONVEYANCE
FROM
EL PASO NATURAL GAS COMPANY
TO

EL PASO PRODUCTION COMPANY
DATED
JULY 16, 1986

This Exhibit A consists of pages i and ii and pages 1 through 779 and contains on the pages below stated descriptions of leasehold, fee and other interests in property in the following counties of the states indicated:

STATE	COUNTY	PAGES
Arizona	Apache	1-2
Colorado	Archuleta	3-4
	Garfield	5-6
	La Plata	7-24
	Moffat	25-26
Kansas	Grant	27-28
New Mexico	Chaves	29-30
	Eddy	31-35
	Lea	36-63
	Lincoln	64-65
	Luna	66-67
	McKinley	68-70
	Rio Arriba	71-175
	Sandoval	176-177
	San Juan	178-381
Oklahoma	Beaver	382-384
	Beckham	385-473
	Dewey	474-475
	Ellis	476-489
	Greer	490-496
	Harper	497-499
	Roger Mills	500-503
Texas	Collingsworth	504-561
	Crockett	562-563
	Culberson	564-565
	Donley	566-569
	Fisher	570-571
	Gray	572-653
	Hemphill	654-657
	Kinney	658-659
	Lipscomb	660-661
	Live Oak	662-671
	Loving	672-673
	McMullen	674-679
	Menard	680-681
	Midland	682-684
	Pecos	685-687

STATE	COUNTY	PAGES
Texas (cont'd)	Reagan	688-689
	Reeves	690-691
	Refugio	692-698
	Roberts	699-700
	Schleicher	701-705
	Sutton	706-720
	Val Verde	721-722
	Ward	723-728
	Wheeler	729-761
	Yoakum	762-763
	Zapata	764-768
Utah	Carbon	769-773
Wyoming	Sublette	774-777
	Sweetwater	778-779

For convenience of recording and reference, certain copies of the instrument of which this Exhibit is a part have been executed and recorded with only the portions of this Exhibit attached that contain pages i and ii of this Exhibit and the descriptions of the properties or other interests located in the particular state and county in which such copy is recorded, and there has been omitted from such copy the portions of this Exhibit identifying the properties in all of the states and counties other than that in which such copy describing such properties is recorded. However, a copy of the instrument of which this Exhibit is a part containing a complete copy of this Exhibit A has been recorded in the following states and counties:

STATE	COUNTY
New Mexico	San Juan
Oklahoma	Beckham
Texas	Gray

and reference is here made to such copies for particular descriptions of all the properties covered hereby. The portion of this Exhibit, other than pages i and ii, attached to each copy of the instrument of which this Exhibit is a part that is recorded in a county other than the counties named immediately above may be determined by referring to the enumeration of states and counties and pages contained on pages i and ii of this Exhibit.

WY-205

OIL AND GAS LEASE DATED JUNE 1, 1951, BY AND BETWEEN USA W06283, AS LESSOR, AND FLOYD F. SCHROEDER, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED, INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP 30 NORTH, RANGE 108 WEST
SECTION 6: LOTS 3,4,5,6,7, E/2 SW/4, SE/4 NW/4
SECTION 7: LOTS 1,2, E/2 NW/4

TOWNSHIP 31 NORTH, RANGE 108 WEST
SECTION 19: LOTS 1,2, E/2 NW/4, LOTS 3,4, E/2 SW/4
SECTION 30: LOTS 1,2,3,4, E/2 W/2
SECTION 31: LOTS 1,2,3,4, E/2 W/2
(CONTAINING 1,112.94 ACRES, MORE OR LESS)

WY-209

OIL AND GAS LEASE DATED JUNE 1, 1951, BY AND BETWEEN USA W06286, AS LESSOR, AND DONALD B. ANDERSON, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED, INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP 32 NORTH, RANGE 109 WEST
SECTION 27: S/2, NW/4
SECTION 28: SE/4, NE/4
SECTION 33: E/2
SECTION 34: ALL
SECTION 35: SW/4, NW/4, E/2
(CONTAINING 2,400.00 ACRES, MORE OR LESS)

WY-211

OIL AND GAS LEASE DATED JULY 1, 1951, BY AND BETWEEN USA W06934, AS LESSOR, AND R.A. TROMBLEY, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED, INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP 30 NORTH, RANGE 108 WEST
SECTION 6: LOTS 1,2, S/2 NE/4, SE/4
SECTION 7: LOTS 3,4, E/2 SW/4, SE/4

TOWNSHIP 30 NORTH, RANGE 109 WEST
SECTION 11: SE/4
SECTION 12: S/2

TOWNSHIP 31 NORTH, RANGE 108 WEST
SECTION 19: E/2
SECTION 29: W/2
SECTION 31: E/2
(CONTAINING 2,045.54 ACRES, MORE OR LESS)

WY-265

OIL AND GAS LEASE DATED JULY 1, 1952, BY AND BETWEEN USA W016161, AS LESSOR, ANT PHIL D. HELMIG, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED. INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP 30 NORTH, RANGE 108 WEST
SECTION 11: E/2 E/2
SECTION 12: ALL
SECTION 13: ALL
SECTION 14: NE/4, N/2 SE/4, SE/4 SE/4, NE/4 NW/4, S/2 NW/4
SECTION 24: N/2, N/2 SE/4, N/2 SW/4, SW/4 SW/4, N/2, N/2 SE/4, N/2 SW/4, SW/4 SW/4, SE/4 SE/4, SE/4 SW/4

TOWNSHIP 30 ERROR RANGE 108 WEST
SECTION 24: SW/4 SE/4
(CONTAINING 3,000.00 ACRES, MORE OR LESS)

WY-273

OIL AND GAS LEASE DATED SEPTEMBER 1, 1952, BY AND BETWEEN USA W018039, AS LESSOR, AND P. G. ANDERSON, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED, INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP ERROR RANGE ERROR
SECTION 17: SE/4 SE/4
SECTION 18: NE/4 NE/4
SECTION 22: NE/4 SW/4
SECTION 23: SW/4 NE/4

TOWNSHIP 30 NORTH, RANGE 108 WEST
SECTION 3: SW/4 SE/4
SECTION 14: SW/4 SE/4, NW/4 NW/4

TOWNSHIP 31 NORTH, RANGE 108 WEST
SECTION 33: NW/4 NE/4, SW/4 SE/4
(CONTAINING 360.00 ACRES, MORE OR LESS)

WY-284

OIL AND GAS LEASE DATED APRIL 1, 1950, BY AND BETWEEN USA EVANSTON 026025, AS LESSOR, AND GRISELDA M. BENNETT, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED, INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP 31 NORTH, RANGE 109 WEST
SECTION 14: S/2 NW/4, SW/4
SECTION 15: LOTS 7, 8, E/2 SW/4, SE/4
SECTION 22: NW/4, E/2
SECTION 23: W/2, E/2
SECTION 24: W/2 SW/4
SECTION 26: ALL
SECTION 27: E/2 NE/4
SECTION 35: N/2 NE/4
(CONTAINING 2,537.32 ACRES, MORE OR LESS)

WY-285

OIL AND GAS LEASE DATED APRIL 1, 1950, BY AND BETWEEN USA EVANSTON 026026, AS LESSOR, AND ELIZABETH RAWSON, AS LESSEE, AS SAID LEASE MAY HAVE BEEN AMENDED OR MODIFIED, INSOFAR AND ONLY INSOFAR AS SAID LEASE, AS AMENDED OR MODIFIED, COVERS THE FOLLOWING DESCRIBED LANDS SITUATED IN SUBLETTE COUNTY, WYOMING:

TOWNSHIP 31 NORTH, RANGE 109 WEST
SECTION 11: LOT 1 PART OF SEC. IN RIVER BED PART OF SEC. IN RIVER BED
SECTION 12: LOT 4 PART OF SEC. IN RIVER BED LOT 5 PART OF SEC. IN RIVER BED
SECTION 15: PART OF SEC. IN RIVER BED PART OF SE. IN RIVER BED
(CONTAINING 218.85 ACRES, MORE OR LESS)

WY-7720

DEED DATED JUNE 9, 1959 FROM GEORGE MILLEG, ET UX TO PACIFIC NORTHWEST PIPELINE CORPORATION RECORDED IN BOOK 10 AT PAGE 45 OF THE OFFICIAL RECORDS OF SUBLETTE COUNTY, WYOMING, INSOFAR AND ONLY INSOFAR AS SAID DEED COVERS THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY, WYOMING, TO WIT:

TOWNSHIP 30 NORTH, RANGE 112 WEST, 6TH M
SECTION 36: 3 TRACTS OUT OF THE SW/4 NW/4 (MORE FULLY DESCRIBED IN DEED)
(CONTAINING 6.44 ACRES, MORE OR LESS)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That BRYAN WAGNER, 5518 Prytania Street, New Orleans, LA 70115 called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to PALMETTO PARTNERSHIP, a Limited Partnership of which Bryan Bell, John F. Warren, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) A portion of the Assignor's rights, title and interest in and to the overriding royalty/production payments owned by Assignor, being an overriding royalty/production payment interest equal to 3.00% of 8/8ths(or 100%) of all the oil, gas and other hydrocarbon minerals produced from or attributable to, in whole or part, the lands covered by the Oil and Gas Lease(s) listed below:

Lease No. W-79188-A

T 34 N R, 115 W: Sublette, Wyoming

Sec 33: Lots 1-4, N/2, N/2 S/2

totaling 641.96 acres

212913

RECORDED July 25 19 86 9:00 AM
IN BOOK 177 PAGE 156
FEES $4.00 Lou J Yarbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained herein; and Assignor hereby authorizes and directs the present owner and subsequent owners of said lease(s) to tender or to make reassignment of said lease(s) to PALMETTO PARTNERSHIP, it's successors and assigns.

DATE: January 9, 1986

Bryan Wagner
Assignor: Bryan Wagner

- -

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me by Bryan Wagner this 9th day of January 1986.

Witness my hand and official seal.

NOTARY PUBLIC

(Seal)

My Commission Expires:

156

ASSIGNMENT OF OVERRIDING ROYALTY AND/OR PRODUCTION PAYMENT

KNOW ALL MEN BY THESE PRESENTS, That Chadwick Partnership of 201 St. Charles Ave., New Orleans, LA 70170 called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver to PALMETTO PARTNERSHIP, a Limited Partnership of which Bryan Bell, John F. Warren, and Frank Robert Janusa are the sole General Partners, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) All of the Assignor's rights, title and interest in and to the overriding royalty/production payments owned by Assignor, being an overriding royalty/production payment interest equal to 5.00% of 8/8ths(or 100%) of all the oil, gas and other hydrocarbon minerals produced from or attributable to, in whole or part, the lands covered by the Oil and Gas Lease(s) listed below:

Lease No. W-85934

T 35 N R, 115 W: Sublette, Wyoming

Sec 27: E/2,NW/4, E/2 SW/4, NW/4 SW/4

212914 totaling 600.00 acres

RECORDED July 25 19 86 9:00 AM
IN BOOK 77 Misc PAGE 457
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease(s), according to the provisions contained herein; and Assignor hereby authorizes and directs the present owner and subsequent owners of said lease(s) to tender or to make reassignment of said lease(s) to PALMETTO PARTNERSHIP, it's successors and assigns.

CHADWICK PARTNERSHIP

DATE: January 3, 1986

By: Edward Poitevent, II
Designated Partner

- -

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me this 3rd day of January, 1986 by Edward Poitevent, II, Designated Partner, on behalf of Chadwick Partnership, a partnership.

Witness my hand and official seal.

NOTARY PUBLIC

(Seal)

My Commission Expires: at my death

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: THAT, the undersigned, BARBARA DAVIS, of 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto PAUL MESSINGER & CO., a Partnership, of 7654 E. Lakecliff Way, The Pinery, Parker, Colorado 80134, hereinafter called "Assignee", an overriding royalty interest of an undivided 2% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to-wit:

D-7268 Oil and Gas Lease effective April 1, 1977, from The United States of America, as Lessor, to John H. Schultz, as Lessee, bearing serial no. W-58382 INSOFAR and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 111 West 6th P.M.
Section 13: E/2, NE/4NW/4, S/2NW/4, SW/4
Section 14: All
Section 15: ALL
Section 24: E/2, N/2NW/4, NE/4SW/4, S/2SW/4
Section 25: E/2E/2

D-7270 Oil and Gas Lease effective September 1, 1977, from The United States of America, as Lessor, to Rita Short, as Lessee, bearing serial no. W-60144 INSOFAR and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 31 North, Range 111 West 6th P.M.
Section 22: NW/4NE/4, S/2NE/4, W/2, SE/4
Section 23: E/2, E/2NW/4, SW/4NW/4, SW/4
Section 26: All

D-7516 Oil and Gas Lease effective January 1, 1978, from The United States of America, as Lessor, to Amey M. Harrison, as Lessee, bearing serial no. W-60130 INSOFAR and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 110 West 6th P.M.
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4

Township 31 North, Range 110 West 6th P.M.
Section 30: Lots 1, 2, 3, 4, E/2, E/2W/2
Section 31: Lots 1, 2, 3, 4, E/2, E/2W/2
Section 32: All

AND, an overriding royalty interest of an undivided 2.5% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases, to-wit:

D-7939 Oil and Gas Lease effective February 1, 1978, from The United States of America, as Lessor, to Lon V. Smith, as Lessee, bearing serial no. W-62119 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 111 West 6th P.M.
Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2
Section 32: N/2, SW/4, N/2SE/4, SW/4SE/4
Section 33: N/2, N/2SW/4, SE/4SW/4, SE/4

212930

RECORDED July 25 1978 at 8:00 A M
IN BOOK 77 Orig PAGE 155
FEES $ 9.25 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

D-7941 Oil and Gas Lease effective September 1, 1976, from The United States of America, as Lessor, to Elizabeth B. Gorman, as Lessee, bearing serial no. W-55629 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 111 West 6th P.M.
Section 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 9: W/2NE/4, SE/4NE/4, S/2
Section 10: N/2, SE/4
Section 27: All

Said Overriding Royalty Interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may be levied and assessed against said overriding royalty interests or production therefrom.

This Assignment is expressly made subject to the terms and conditions of those certain leases described herein.

Assignor agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which when added to the overriding royalties or payments out of production previously created and to the royalty payable to the United States of America, aggregates in excess of 17-1/2%, may be suspended by the Secretary of Interior where such burdens may preclude economical development of the acreage.

IT IS UNDERSTOOD AND AGREED That this Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 15th day of July, 1986.

BARBARA DAVIS

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument acknowledged before me this 15th day of July, 1986, by Barbara Davis.

Witness my hand and official seal.

My Commission Expires:
April 8, 1990

Notary Public
1200 Holly - Denver, Colorado 80220

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-06008

Lease effective date 6-01-1951

PART I

1. Assignee's Name

CELERON Oil AND GAS COMPANY

L-0202-0002

Address *(include zip code)*

5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

212945

The undersigned, as owner of 18.75 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)

T32N-R114W, 6th P.M.
Sec. 20: S½SE¼

Containing 80 acres, more or less
Sublette County, Wyoming

RECORDED July 25 1986 3:00 PM
IN BOOK T-C Cross PAGE 160
FEES $6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Patricia Kline

Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purchase Contract #01242 dated November 21, 1966.

3. Specify interest or percent of operating rights being conveyed to assignee	18.75%
4. Specify interest or percent of operating rights being retained by assignor	Ø
5. Specify overriding royalty interest being reserved by assignor	1.171875%
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 6th day of June , 19 86 .

The Petan Company (Predecessor in interest to Palmer G. Jackson, Trustee of the Petan Trust)

Palmer G. Jackson
(Assignor's Signature)

Palmer G. Jackson, Trustee

P. O. Box 5580
(Assignor's Address)

Santa Barbara, California 93108
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 1986

By Patricia J. Wattles
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, [illegible]
(Title)

JUL 10 1986
(Date)

For Assignee

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

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PART II 161

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.

CELERON OIL AND GAS COMPANY
Executed this 9th day of June , 19 86 .

William H. Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee s Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of June, 19 86 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 STATE OF COLORADO

Gloria C. Cook
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:

March 27, 1989

STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA BARBARA)

PALMER G JACKSON, known to me to be Trustee for Petan Company, did appear before me this 24th day July, 1986 and acknowledge that he did sign the TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE for lease #W-06008, such document being dated the 6th day of June 1986.

Witness my hand and official seal.

OFFICIAL SEAL
JOANNE M GLODEK
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
My comm. expires AUG 29, 1989

Joanne M Glodek
Joanne M. Glodek
Notary Public

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A[illegible]
OMB NO. [illegible]4
Expires: Aug[illegible], 1985

TRANSFER, ASSIGNMENT, OR SUBLEASE OF OPERATING RIGHTS IN OIL AND GAS LEASE 212946

Lease Serial No.
W-67808

Lease effective date
June 1, 1979

PART I

1. Assignee's Name
SEE ATTACHED

Address *(include zip code)*
SEE ATTACHED

RECORDED July 28, 1986 3:00 P M
IN BOOK 77 Misc PAGE 162
FEES $ 11.00 Lorna J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shive

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)

* Tracts I & II: 57.4246935%, Tract III: 56.8813%
To all other depths below those listed below: Tracts I & II: 99.047787%, Tract III: 97.961%

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

Tract I - Section 18:	E/2SE/4	From the surface to the stratigraphic equivalent of 9869 feet, being the total depth drilled in the Amoco AG-1 (a/k/a Federal 40-18) well located in the SE/4 of said Section 18.
Tract II - Section 18:	E/2NE/4	From the surface to the stratigraphic equivalent of 9942 feet, being the total depth drilled in the Amoco AJ-1 (a/k/a Federal 20-18) well located in the NE/4 of said Section 18.
Tract III - Section 19:	E/2NE/4	From the surface to the stratigraphic equivalent of 10,185 feet, being the total depth drilled in the Amoco AH-1 (a/k/a Federal 20-19) well located in the NE/4 of said Section 19.

Containing 240.00 acres, more or less in Sublette County, Wyoming

The interests herein assigned to Energetics Capital Limited Partnership and MM & S Partners only are subject to that certain Farmout Contract dated October 4, 1983, by and between Energetics, Inc. (now Energetics Operating Company), Farmor, and Amoco Production Company, Farmee.

3. Specify interest or percent of operating rights being conveyed to assignee	All Tracts, to depths listed above: All Tracts, all other depths:	56.8813% 97.961%
4. Specify interest or percent of operating rights being retained by assignor	To depths above: Tracts I & II: .5433935%, Tract III: 0% All other depths: Tracts I & II: 1.086787%, Tract III: 0%	
5. Specify overriding royalty interest being reserved by assignor	All Tracts, all depths:	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	All Tracts, to depths listed above: All Tracts, to all other depths:	12.5% 9.5%

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 24th day of February, 1986, effective October 4, 1983, 7:00 a.m.

ENERGETICS OPERATING COMPANY

Donald L. Peterson
(Assignor's Signature)

Donald L. Peterson, President

ATTEST: Suzanne R. Kalutkiewicz

Suzanne R. Kalutkiewicz, Secretary

102 Inverness Terrace East
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

JUN 3 1986
(Date)

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

For Assignee

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 2nd day of April, 1986.

MM&S PARTNERS

Robert L. Mehl

(Assignee's Signature)

Robert L. Mehl, Managing General Partner

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.

Attached to and made a part of that certain
Assignment of Operating Rights dated February 24, 1986,
by and between Energetics Operating Company, as Assignor, and
Energetics Capital Limited Partnership, et al, as assignees, regarding
U.S.A. Federal lease number W-67808.

TO ALL DEPTHS LISTED:

ASSIGNEE:	INTEREST (All Tracts)
Energetics Capital Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	32.1594%
Beacon Exploration Company c/o NICOR Exploration Company 1667 Cole Boulevard Golden, Colorado 80401	10.1946%
Canadian Cheyenne Petroleum Corp~~oration~~ 304 Eighth Avenue S.W., Suite 800 Calgary, Alberta, CANADA T2P 1C2	5.607%
MM & S Partners 102 Inverness Terrace East Englewood, Colorado 80112	8.9203%
	56.8813%

AS TO ALL OTHER DEPTHS:

ASSIGNEE:	INTEREST (All Tracts):
Energetics Capital Limited Partnership 102 Inverness Terrace East Englewood, Colorado 80112	64.3188%
Beacon Exploration Company c/o NICOR Exploration Company 1667 Cole Boulevard Golden, Colorado 80401	10.1946%
Canadian Cheyenne Petroleum Corp~~oration~~ 304 Eighth Avenue S.W., Suite 800 Calgary, Alberta, CANADA T2P 1C2	5.607%
MM & S Partners 102 Inverness Terrace East Englewood, Colorado 80112	17.8406%
	97.9610%

STATE OF Colorado)
)
COUNTY OF Arapahoe)

On this 24th day of February, 1986, before me appeared Donald L. Peterson, to me personally known, who, being by me duly sworn, did say that he is President of Energetics Operating Company and that the foregoing instrument was executed by him as such Donald L. Peterson by authority of its Board of Directors, and Energetics Operating Company said Donald L. Peterson acknowledged the execution of said instrument as the free act and deed of said corporation.

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

Marguerite E. Scott
Notary Public
My Commission Expires May 12, [illegible]

My Commission Expires: 5-13-88 ~~12-4-89~~

STATE OF)
)
COUNTY OF)

On this ____ day of _____, 1986, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____ and that the foregoing instrument was executed by him as such _____ by authority of its Board of Directors, and said _____ acknowledged the execution of said instrument as the free act and deed of said corporation.

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

_____
Notary Public

My Commission Expires: _____

[redacted] ASSIGNEE'S APPLICATION [redacted] PPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE) [redacted]

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

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

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

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

Executed this 24th day of February , 1986 .

ENERGETICS CAPITAL LIMITED PARTNERSHIP
By: Energy Associates, Inc., General Partner

(Assignee's Signature)

Jordan R. Smith, President

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 838 - 844

PART II

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

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

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

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

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

Executed this 8th day of April, 1981.

CANADIAN CHEYENNE PETROLEUM CORPORATION

(Assignee's Signature)

720, 304 Eighth Avenue S.W.

(Assignee's Address)

CALGARY, Alberta, Canada
T2P 1C2

(City) (State) (Zip Code)

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

INSTRUCTIONS

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.

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 22nd day of April , 19 86 .

BEACON EXPLORATION COMPANY

BY: Robert W. Kearby
Robert W. Kearby, Vice President
(Assignee's Signature)

1667 Cole Boulevard
(Assignee's Address)

ATTEST:

BY:

Golden, CO 80401
(City) (State) (Zip Code)

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

STATE OF COLORADO)
) SS.
COUNTY OF JEFFERSON)

On this 22nd day of April, 19 86, before me personally appeared Robert W. Kearby, known to me to be the Vice President of Beacon Exploration Company 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 and that the seal affixed is the corporate seal of said corporation.

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

My commission expires:

5/10/89

Notary Public in and for the
State of Colorado
1667 Cole Boulevard
Golden, Colorado 80401

(2) Documentation of land transactions 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

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STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Kaiser Energy, Inc., whose address is 300 Lakeside Drive, Oakland, California 94643, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 72-28069, and covering land situate in Sublette County, Counties, described as follows:

Township 27 North - Range 111 West

Section 16: All

212977

RECORDED July 30 1986 9:00 AM
IN BOOK 77 O&G PAGE 169
FEES 4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney, Deputy

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100 ------ Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Terra Resources, Inc., whose address is P. O. Box 2329, Tulsa, Oklahoma 74101, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 North - Range 111 West
Section 16: SW/4; AND
one-half (1/2) of the interest of Assignor in and to said lease insofar as it covers
Section 16: SE/4,
all lands assigned being limited in depth from the surface of the ground to the stratigraphic equivalent of 10,500' as encountered in the Heron State #10-16, located in the NE/4 NW/4 Section 16-T27N-R111W, Sublette County, Wyoming.
and containing 320.00 acres, more or less, reserving, however, unto assignor as to the SW/4 only, an overriding royalty interest in the amount of 5% of 8/8ths, proportionately reduced, and the option to convert said overriding royalty to 50% of the working interest herein assigned at payout of the #1-16 Phillips State well, located in SW/4 Section 16-T27N-R111W, Sublette County, Wy.

TO HAVE AND TO HOLD unto the said Terra Resources, 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 9TH day of MAY, 1986

WITNESS: Kaiser Energy, Inc.

Assignor-Lessee

By Wayne C. Gundersen, President

Attest:

John M. Bevan III, Assistant Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of _____
County of _____ } ss.

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

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

(SEAL)

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of CALIFORNIA
County of ALAMEDA } ss.

On this 9th day of May, A. D. 1986, before me personally appeared Wayne C. Gundersen, to me personally known, who, being by me duly sworn, did say that he is the President of Kaiser Energy, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Wayne C. Gundersen acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of May, A. D. 19 86

(SEAL)

Notary Public Peggy L. Fitzgerald

My Commission expires: 8/15/86

OFFICIAL SEAL
PEGGY L. FITZGERALD
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Aug. 15, 1988

Assignment ~~XXXX

FARMOUT AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of February, 1986 by and between ITR PETROLEUM, INC, 1600 Stout Street, Suite 1900, Denver, CO 80202, ENERGETICS CAPITAL LIMITED PARTNERSHIP, c/o ITR Petroleum, Inc, 1600 Stout Street Suite 1900, Denver, CO 80202, ENERGETICS 1979 LIMITED PARTNERSHIP c/o ITR Petroleum, Inc. 1600 Stout Street, Suite 1900, Denver, CO 80202 and MM&S PARTNERS, 102 Inverness Terrace East, Englewood, CO 80112 ("FARMOR") and ROYAL RESOURCES CORPORATION, 1660 Wynkoop, Suite 1000, Denver, CO 80202-1132, HARVARD PETROLEUM CORPORATION, Suite 604, Sunset Centre, P. O. Box 936, Roswell, NM 88201, GENERAL HYDROCARBONS 1983X Oil and Gas Program, 200 Transwestern II Bldg., Billings, MT 59107-1515, AMERICAN PETROLEUM-ENERGETICS INCOME & DEVELOPMENT PROGRAM 1, LTD., C/O Energetics, Operating Company, 102 Inverness Terrace East, Englewood, CO 80112 and ENERGETICS 1983 YEAR-END LTD, 102 Inverness Terrace East, Englewood, CO 80112, (" FARMEE".)

WHEREAS FARMOR represents, without warranty of title, either express or implied, that it collectively owns a total 63.174959% operating rights interest in and to those oil and gas leases ("said leases") described on the Exhibit "B" attached hereto and made a part hereof, covering those lands ("said lands") further described on said Exhibit "B"; and;

WHEREAS, Farmee desires to earn certain working interests owned by Farmor in said leases by exploring said lands for oil and gas;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

212988

RECORDED July 31 1986 8:00 AM
IN BOOK 77 Oil PAGE 170
FEES $6.75 Doris J. Hake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TEST WELL - I

FARMEE shall commence or cause to be commenced the actual drilling of a test well ("said test well") on or before June 1, 1986, at an approximate location of 1120' FSL and 1120' FWL Southwest Quarter Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming and shall thereafter continue the drilling of said test well with due diligence and in a good and workmanlike manner, in accordance with good oil field practice, to a depth of 10,000 feet or to a depth sufficient to adequately test the Bear River formation, whichever is the lesser depth ("contract depth"). Within 120 days from drilling rig release, FARMEE shall complete said test well as a well capable of producing oil and gas in paying quantities or plug and abandon the same in accordance with applicable State and Federal regulations.

ASSIGNMENT AND EARNING - II

Upon receipt of evidence from FARMEE to the reasonable satisfaction of FARMOR that said test well has been completed as a well capable of producing oil and/or gas in paying quantities, and subject to the conditions, covenants and reservations set forth herein, FARMOR shall assign to FARMEE the undivided interests necessary to result in the operating rights and net revenue interests in said leases as shown in Columns 4 and 4A of Exhibit A attached hereto and made a part hereof. Any such assignments shall be made without warranty of title either express or implied and shall be limited in depth to the stratigraphic equivalent of the deepest depth drilled in said test well. In addition,

subject to the reservation herein by FARMOR of the undivided percentage of 8/8th's overriding royalty interest ("said

EXHIBIT "A"

Attached to and made a part of that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum Inc., etal, Farmor and Royal Resources Corporation, etal, Farmee covering the SW/4 Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming.

(All numbers express in percenages)

FARMORS	COLUMN 1 Operating RTS Int. subject to this Agreement	COLUMNS 2 & 2A 2 Operating RTS BPO	2A NRI BPO	COLUMN 3 ORR Reserved by Farmors BPO	COLUMNS 4 & 4A 4 Operating RTS Int. APO	4A NRI APO
ITR PETROLEUM INC.	18.464561			.480240	8.003994	6.443215
ENERGETICS CAPITAL LIMITED PARTNERSHIP	28.393900			.851817	14.196950	11.428545
[redacted]ENERGETICS 79 LIMITED PARTNERSHIP	8.440698			.253221	4.220349	3.397381
MM&S PARTNERS	7.875800			.236274	3.937900	3.170010
FARMEES						
ROYAL RESOURCES COPR.		31.260000	24.226500		15.630000	12.582150
GENERAL HYDROCARBONS 1983X OIL & GAS PROGRAM		15.500000	12.012500		7.750000	6.238750
HARVARD PETROLEUM COPR.		8.010000	6.207750		4.005000	3.224025
[redacted]AMERICAN PETROLEUM-ENERGETICS INCOME & DEVELOPMENT PROGRAM 1, LTD.		4.900000	3.840464		3.166078	2.548692
ENERGETICS 1983 YEAR-END LTD.		3.504959	2.747076		2.264688	1.823074
	63.174959	63.174959	49.034290	1.821552	63.174959	50.855842

173

EXHIBIT 'B'

Attached to and made a part of that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum Inc., etal, Farmor, and Royal Resources Corporation, etal, Farmee covering the SW/4 Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming.

Oil and gas leases and/or oil and gas interests subject to this agreement:

LESSOR:	USA W-68117
LESSEE:	Ole N. Hanson
DATED:	July 1, 1979
DESCRIPTION:	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LAND; Township 27 North, Range 111 West Section 20: NW/4SW/4, S/2SW/4 Sublette County, Wyoming

LESSOR:	USA W-59776
LESSEE:	Dorothy Langley
DATED:	September 1, 1977
DESCRIPTION:	INSOFAR AND ONLY INSO FAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LAND: Township 27 North, Range 111 West Section 20: NE/4SW/4 Sublette County, Wyoming

[redacted] EXHIB[redacted] [redacted]

Attached to and made a part of that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum Incl, etal, Farmor, and Royal Resources Corporation, etal, Farmee covering the SW/4 Section 20, T27N-R111W, Sublette County, Wyoming

ITR PETROLEUM, INC.
GEOLOGIC REQUIREMENTS
(NON-OPERATED WELLS)

WELL: Federal 30-20
SW Sec. 20, T27N-R111W
Sublette Co., Wyoming

FORMS:

All State/Federal Forms	1
Location Plat	1
Drilling Prognosis	1
Geologic Prognosis	1

REPORTS:

Daily Drilling Report	Phoned	YES
	Mailed	YES
Mud Logging	Field	1
	Final	2
Samples	Mud Logger Set(s)	0
	Unwashed Set(s)	0
	On-File	YES
Core Analysis, Descriptions		2
DST Results, Pressure, Analysis		2
Fluid/Gas Analysis		2
Geological Report		2

LOGS:

(Open hole and cased hole) as instructed TELECOPY (303) 629-6522 — On Request

Open Hole:		
-Dual Induction-SFL w/GR & SP for fresh water muds	Field	2
	Final	2
-Dual Laterolog-MSFL w/GR in salt base muds or highly resistive formations	Sepia	
-INT BHC Sonic w/GR		
-FDC/CNL w/GR over zones of interest		
-Fracture Log in zones of suspected reservoir fracturing		

Cased Hole: As needed

Notification:

Spud	YES
Cores, Tests, Logs, Shows of oil or gas	YES
Casing Point	YES
Abandonment	YES

Company Personnel Responsible for Well:

Telephone Daily Reports To:
Mail Weekly Reports To:

ITR Petroleum, Inc.
Attention: Production Dept.
1600 Stout Street, Suite 1900
Denver, Colorado 80202
(303) 629-5486

Notifications:

1)	Steve Walters	(303) 629-5486 (Office)	(303) 798-8472 (Home)
2)	Al Nicol	(303) 629-5486 (Office)	(303) 425-9115 (Home)

Mail All Geological Data To:

1.) MM&S Partners
102 Inverness Terrace East
Englewood, Colorado 80112
ATTN: Jordan R. Smith

2.) ITR Petroleum (Delaware), Inc.
Energetics Capital Limited Partnership
Energetics 79 Limited Partnership
c/o ITR Petroleum, Inc.
1600 Stout Street, Suite 1900
Denver, Colorado 80202
ATTN: Steve Walters

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 3rd day of March, 1986, before me appeared Alan B. Nicol, to me personally known, who, being by me duly sworn, did say that he is Vice President of ITR Petroleum, Inc. and that the foregoing instrument was executed by him as such Vice President by authority of its Board of Directors, and said Alan B. Nicol acknowledged the execution of said instrument as the free act and deed of said corporation.

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

B. T Mayer
Notary Public

My Commission Expires: January 26, 1987

STATE OF New York)
)
COUNTY OF Westchester)

On this 13 day of March, 1986, before me appeared Jost Nickelsberg, to me personally known, who, being by me duly sworn, did say that he is General Partner of American Petroleum Energetics Toronto + Development Programs, Ltd and that the foregoing instrument was executed by him as such General Partner by authority of its Board of Directors, and said Jost Nickelsberg acknowledged the execution of said instrument as the free act and deed of said corporation.

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

CLAIRE G. BUNTING
Notary Public, State of New York
No. 4949136
Qualified in Westchester County
Term Expires January 6, 1988

Claire G Bunting
Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENTS

Acknowledgment page to that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum, Inc., et al as Farmor, and Royal Resources Corporation, et al, as Farmee, covering the SW/4 Section 20, T27N-R111W, Sublette County, Wyoming.

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me by _____, as _____ of Royal Resources Corporation this _____ day of _____ 198__.

WITNESS my hand and official seal.

My Commission expires _____

_____
Notary Public

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me by _____, as _____ of Harvard Petroleum Corporation this _____ day of _____ 198__.

WITNESS my hand and official seal.

My Commission expires _____

_____
Notary Public

STATE OF Montana
County of Yellowstone

The foregoing instrument was acknowledged before me by John J. Townsen, as Vice President, Expl & Bus Dev of General Hydrocarbons 1983X Oil and Gas Program this 18 day of February 1986.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF MONTANA

My Commission expires June 10, 1989

Angelia Hall
Notary Public

dt:152

ACKNOWLEDGEMENTS

Acknowledgment page to that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum, Inc., et al as Farmor, and Royal Resources Corporation, et al, as Farmee, covering the SW/4 Section 20, T27N-R111W, Sublette County, Wyoming.

STATE OF COLORADO
County of ARAPAHOE

The foregoing instrument was acknowledged before me by Jordan R. Smith, as President of Energy Associates, Inc., .P. of Energetics Captial Limited Partnership this 9th day of July 198 6.

WITNESS my hand and official seal.

My Commission expires My Commission Expires July 11, 1989 2980 S. Ceylon Way, Aurora, CO 80013

Cynthia F. Stephen
Notary Public

STATE OF COLORADO
County of ARAPAHOE

The foregoing instrument was acknowledged before me by Jordan R. Smith, as President of Energy Associates, Inc., .P. of Energetics 79 Limited Partnership this 9th day of July 1986.

WITNESS my hand and official seal.

My Commission expires My Commission Expires July 11, 1989 2980 S. Ceylon Way, Aurora, CO 80013

Cynthia F. Stephen
Notary Public

STATE OF COLORADO
County of ARAPAHOE

The foregoing instrument was acknowledged before me by Jordan R. Smith, as General Partner of Smith MM & S Ltd., .P. of MM & S Partners this 9th day of July 1986.

WITNESS my hand and official seal.

My Commission expires Cynthia F. Stephen
My Commission Expires July 11, 1989
2980 S. Ceylon Way, Aurora, CO 80013
Notary Public

dt:152

ACKNOWLEDGEMENTS

Acknowledgment page to that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum, Inc., et al as Farmor, and Royal Resources Corporation, et al, as Farmee, covering the SW/4 Section 20, T27N-R111W, Sublette County, Wyoming.

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me by _____, as _____ of American Petroleum-Energetics Income & Dev. Program this _____ day of _____ 198__.

WITNESS my hand and official seal.

My Commission expires _____

_____
Notary Public

STATE OF Colorado
County of Arapahoe

The foregoing instrument was acknowledged before me by Donald L. Peterson, President of Energetics Operating Co., Gen. Partner of Energetics 1983 Year-End Ltd. this 18th day of February 1986.

WITNESS my hand and official seal.

NOTARY PUBLIC OF COLORADO

My Commission expires December 4, 1989

Kimberley Marie Smith
Notary Public

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me by _____, as _____ of MM & S. Partners this _____ day of _____ 198__.

WITNESS my hand and official seal.

My Commission expires _____

_____
Notary Public

dt:152

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 3rd day of March, 1986, before me appeared Alan B. Nicol, to me personally known, who, being by me duly sworn, did say that he is Vice President of ITR Petroleum, Inc. and that the foregoing instrument was executed by him as such Vice President by authority of its Board of Directors, and said Alan B. Nicol acknowledged the execution of said instrument as the free act and deed of said corporation.

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

G. M Mayer
Notary Public

My Commission Expires: January 26, 1987

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 5th day of March, 1986, before me appeared Charles A. Atler, to me personally known, who, being by me duly sworn, did say that he is Vice President of ROYAL RESOURCES CORPORATION and that the foregoing instrument was executed by him as such Vice President by authority of its Board of Directors, and said Charles A. Atler acknowledged the execution of said instrument as the free act and deed of said corporation.

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

Linda B. Glover
Notary Public

My Commission Expires: March 18, 1988

ACKNOWLEDGEMENTS

Acknowledgment page to that certain Farmout Agreement dated February 18, 1986 by and between ITR Petroleum, Inc., et al as Farmor, and Royal Resources Corporation, et al, as Farmee, covering the SW/4 Section 20, T27N-R111W, Sublette County, Wyoming.

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me by _____, as _____ of Royal Resources Corporation this _____ day of _____ 198__.

WITNESS my hand and official seal.

My Commission expires _____

_____
Notary Public

STATE OF New Mexico
County of Chaves

The foregoing instrument was acknowledged before me by Bill J. Milstead, as Land Manager of Harvard Petroleum Corporation this 9th day of July 1986.

WITNESS my hand and official seal.

My Commission expires September 16, 1989

Ella M. Storms
Notary Public ELLA M. STORMS

STATE OF _____
County of _____

The foregoing instrument was acknowledged before me by _____, as _____ of General Hydrocarbons 1983X Oil and Gas Program this _____ day of _____ 198__.

WITNESS my hand and official seal.

My Commission expires _____

_____
Notary Public

dt:152

FARMEE

ROYAL RESOURCES CORPORATION

BY: _____ ATTEST: _____

HARVARD PETROLEUM CORPORATION

BY: _____ ATTEST: _____

GENERAL HYDROCARBONS 83X

OIL AND GAS PROGRAM

BY: _____ ATTEST: _____.

AMERICAN PETROLEUM-ENERGETICS

INCOME & DEVELOPMENT PROGRAM 1 LTD.

BY: _____ ATTEST: _____

ENERGETICS 1983 YEAR-END LTD.
BY: ENERGETICS OPERATING CO.,
GEN. PARTNER

BY: Donald L. Peterson
DONALD L. PETERSON,
PRESIDENT

ATTEST: Suzanne R. Kalutkiewicz
Suzanne R. Kalutkiewicz, Secretary

[redacted] [redacted] 15 [redacted]

FARMEE

ROYAL RESOURCES CORPORATION

BY: _____ ATTEST: _____

HARVARD PETROLEUM CORPORATION

BY: _____ ATTEST: _____

GENERAL HYDROCARBONS 83X

OIL AND GAS PROGRAM

BY: _____ ATTEST: _____.

AMERICAN PETROLEUM-ENERGETICS

INCOME & DEVELOPMENT PROGRAM 1 LTD.

BY: _____ ATTEST: _____

ENERGETICS 1983 YEAR-END LTD.

BY: _____ ATTEST: _____

BY: _____ ATTEST: _____

FARMEE

ROYAL RESOURCES CORPORATION

BY: _____ ATTEST: _____

HARVARD PETROLEUM CORPORATION

BY: _____ ATTEST: _____

GENERAL HYDROCARBONS 83X

OIL AND GAS PROGRAM

BY: _____
Leslie C. Cox
President
General Hydrocarbons, Inc.
General Partner

ATTEST: _____
Alice E. Pletteplace
Assistant Secretary

AMERICAN PETROLEUM-ENERGETICS

INCOME & DEVELOPMENT PROGRAM 1 LTD.

BY: _____ ATTEST: _____

ENERGETICS 1983 YEAR-END LTD.

BY: _____ ATTEST: _____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

FARMEE

ROYAL RESOURCES CORPORATION

BY: _____ ATTEST: _____

HARVARD PETROLEUM CORPORATION

BY: Bill J. Milstead
Bill J. Milstead, Land Manager

ATTEST: _____

GENERAL HYDROCARBONS 83X

OIL AND GAS PROGRAM

BY: _____ ATTEST: _____

AMERICAN PETROLEUM-ENERGETICS

INCOME & DEVELOPMENT PROGRAM 1 LTD.

BY: _____ ATTEST: _____

ENERGETICS 1983 YEAR-END LTD.

BY: _____ ATTEST: _____

FARMEE

ROYAL RESOURCES CORPORATION

BY: Charles R Attlee ATTEST: [illegible]
ASSISTANT SECRETARY

HARVARD PETROLEUM CORPORATION

BY:_____ ATTEST:_____

GENERAL HYDROCARBONS 83X

OIL AND GAS PROGRAM

BY:_____ ATTEST:_____.

AMERICAN PETROLEUM-ENERGETICS

INCOME & DEVELOPMENT PROGRAM 1 LTD.

BY:_____ ATTEST:_____

ENERGETICS 1983 YEAR-END LTD.

BY:_____ ATTEST:_____

[redacted] [redacted] [redacted]

EXECUTION - XX

IF FARMOR has not received an executed copy of this Agreement within fifteen (15) days of receipt by FARMEE, this Agreement shall be deemed null and void to its inception and all rights and privileges to be granted to FARMEE herein shall terminate ipso facto. This agreement may be executed in counterpart and shall be binding on those who sign, whether or not all sign.

IN WITNESS WHEREOF, this agreement shall be effective as of the 18th day of February, 1986.

FARMOR

ITR PETROLEUM, INC.

BY: _____ ATTEST: _____

ENERGETICS CAPITAL LIMITED PARTNERSHIP
By: Energy Associates, Inc., G.P.

BY: Jordan R. Smith ATTEST: Marguerite Scott
President Asst. Sec.

ENERGETICS 1979 LIMITED PARTNERSHIP
By: Energy Associates, Inc., G.P.

BY: Jordan R. Smith ATTEST: Marguerite Scott
President Asst. Sec.

MM&S PARTNERS

BY: Jordan R. Smith ~~ATTEST:~~ Witness: Marguerite Scott
Jordan R. Smith, G.P.
Smith MM&S Ltd., G.P.

EXECUTION - XX

IF FARMOR has not received an executed copy of this Agreement within fifteen (15) days of receipt by FARMEE, this Agreement shall be deemed null and void to its inception and all rights and privileges to be granted to FARMEE herein shall terminate ipso facto. This agreement may be executed in counterpart and shall be binding on those who sign, whether or not all sign.

IN WITNESS WHEREOF, this agreement shall be effective as of the 18th day of February, 1986.

FARMOR

ITR PETROLEUM, INC.

BY: _____ ATTEST: _____
Alan B. Nicol
Vice President

ENERGETICS CAPITAL LIMITED PARTNERSHIP

BY: _____ ATTEST: _____

ENERGETICS 1979 LIMITED PARTNERSHIP

BY: _____ ATTEST: _____

MM&S PARTNERS

BY: _____ ATTEST: _____

INSURANCE - XVII

AT ALL TIMES while conducting operations under the terms of this Agreement, FARMEE shall comply with the Workman's Compensation Laws of the State of Wyoming and carry the insurance coverage prescribed in Exhibit "D", to said Operating Agreement. ITR, as Operator, shall carry such insurance for the joint account.

TITLES - XVIII

FARMOR does not warrant title to said leases. Upon request, FARMOR shall furnish FARMEE with copies of said leases, rental receipts and any title materials presently in its files pertaining to said leases, which FARMEE may rely upon at its sole risk. At no time shall FARMOR be required to provide FARMEE with additional title information. FARMOR shall be furnished at no cost, copies of all title opinions and curative documents acquired by FARMEE pertaining to said lands and said test well. FARMEE shall be soley responsible for obtaining all necessary drillsite curative prior to commencement of drilling operations. The interest of FARMEE shall be subjet to proportionate reduction in the event FARMOR owns less than the interests represented herein.

ASSIGNABILITY - XIX

THIS AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their successors and assigns; provided however, that FARMEE shall advise FARMOR in writing of any assignments of its rights granted herein within thirty (30) days of any such assignments.

prior assignments of such leases. FARMEE shall defend any and all such claims asserted, and suits brought upon such claims, and pay all judgements rendered in such actions, together with all costs and expenses incidental thereto, whether judicial or non judicial in nature.

TERMINATION OF RIGHTS UNDER THIS AGREEMENT - XV

SHOULD FARMEE fail to timely commence or cause to be commenced drilling operations for said test well, or fail to drill or cause said test well (or substitute well(s), if applicable) to be drilled to contract depth and completed pursuant to this agreement, all rights granted FARMEE by virtue of this agreement shall terminate ipso facto and FARMEE shall deliver to FARMOR a Disclaimer, in recordable form, disclaiming all of FARMEE's right, title and interest in said lands, said leases and said test well within thirty (30) days of written request for same by FARMOR.

RELATIONSHIP OF THE PARTIES - XVI

THE RESPECTIVE RIGHTS, OBLIGATIONS and LIABILITES of the parties hereto shall be separate and each party shall be responsible only for its own obligations. It is not the purpose nor intention of this agreement to create, and this agreement shall never be construed as creating a joint venture, agency, mining partnership or other relationship whereby any of the parties shall be liable for the acts either of a commission or of omission of any party hereto. However, for the purpose of tax accounting, it is understood and agreed that the parties hereto agree to be excluded from the provisions of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1954.

agreement, FARMEE shall own none of FARMORS interest presently subject to this agreement and Exhibit A to said Operating Agreement shall be amended to reflect the same.

PRIOR AGREEMENTS - XIII

This agreement and said operating agreement shall replace and supersede any and all other agreements previously executed by the parties hereto or their predecessors in interest, insofar as any such instruments affect said lands, said leases and said test well, including, but not limited to, those agreements known as the Energetics Eight Well Drilling Program Participation Agreements dated December 1, 1983. All previous agreements are hereby deemed null and void insofar as they affect said lands, said leases and said test well.

COMPLIANCE/INDEMNIFICATION - XIV

FARMEE SHALL comply with all applicable laws, orders, rules and regulations affecting operations hereunder, and shall comply fully with all express and implied lease covenants and covenants in prior assignments of said leases. FARMEE shall indemnify, defend and hold harmless FARMOR and its employees and agents from and against any and all claims and liabilities for injury to or death of persons, including without limitation FARMEE'S servants, agents and employees, and loss of or damage to property arising out of, in connection with, or resulting from, the drilling and completion of said test well or substitute well(s), including without limitation claims and liabilities based on the breach of all express or implied lease covenants and covenants in

OPERATING AGREEMENT - XII

Operations pertaining to any and all wells drilled pursuant to the terms of this agreement shall be governed under the terms of that certain Operating Agreement of even date ("said Operating Agreement") by and between the parties hereto and other parties owning operating rights in said leases. It is specifically agreed and understood by the parties hereto that ITR Petroleum Inc. ("ITR") has executed said operating agreement to act as Operator on a contract basis for non-operators prior to payout of said test well. For purposes of conducting operations, it is recognized that ITR owns no working interest in said leases prior to payout of said test well. It is agreed that prior to payout only those provisions relative to the approval of wells and proposal of additional operations on existing wells shall be inapplicable to ITR as Operator, but shall, in all respects, be applicable to non-operators. In the event ITR, as a FARMOR herein elects to convert said retained override to an operating rights interest upon payout, ITR shall remain as operator subject to the terms of said operating agreement but shall no longer operate on a contract basis. ITR shall conduct all operations in a good and workmanlike manner, but shall have no liability as operator to the parties for losses sustained, or liabilites incurred, except as such may result from gross negligence or willful misconduct from the provisions of this agreement. If any provisions contained in said operating agreement conflict with the provisions of this agreement, the terms of this agreement shall prevail. The interests shown on Exhibit A to said operating agreement assume that FARMEE earns under the terms herein. In the event FARMEE does not earn pursuant to the terms of this

drilling operations. In the event said test well is completed as a producer, FARMEE shall be responsible for its proportionate share of costs for such access roads maintenance and improvements thereon.

MINIMUM ROYALTY PAYMENTS, RENTALS - X

IN THE EVENT FARMEE completes said test well as a well capable of producing oil and/or gas in paying quantities, FARMEE shall be responsible for causing any rental payments or minimum royalty payments that may be necessary under the terms of said leases to maintain same in full force and effect; however, FARMEE shall not be held liable to FARMOR for any damages resulting from the failure to make such payments. Prior to earning, FARMOR shall make a bona fide effort to pay all delay rentals or minimum royalty paymets and shall be reimbursed 100% for such payments within thirty (30) days of receipt of invoice by FARMEE. FARMOR shall not be held liable to FARMEE for damages ensuing from failure to make such payments.

GAS CONTRACTS, AGREEMENTS AND DEDICATIONS - XI

FARMEE acknowledges the existence of all gas contracts, agreements, dedications and amendments thereto, if any, which affect said lands, all of which are incorporated herein by reference for all purposes. FARMEE hereby adopts, ratifies, consents to and agrees to be bound by all the terms and conditions of said gas contracts, agreements, dedications and amendments thereto, insofar and only insofar as these instruments affect said lands said leases and said test well.

said test well, it may do so by assuming the cost, risk and expense of all future operations thereon at the end of such twenty-four (24) hour period following receipt of such notice, including eventual plugging and abandonment costs thereof, and FARMOR shall compensate FARMEE for the net salvage value of the material and equipment in said test well, provided however, that FARMEE shall indemnify and save FARMOR harmless from any claims to such equipment of value thereof that may be asserted by others. "Net Salvage Value" shall be defined herein as the current market value of recoverable equipment less the reasonable cost of recovering the same. Should FARMOR elect to take over said test well FARMEE shall not be entitled to an assignment of any FARMOR'S interest in said leases said test well or said lands and FARMOR shall succeed (on an unpromoted basis) to any and all of FARMEE'S interests in and to all agreements pertaining to same.

COST, RISK AND EXPENSE - VIII

IT IS AGREED that said test well drilled pursuant to the terms of this agreement shall be drilled, completed, tested and equipped for production, if a producer, or plugged and abandoned, if a dry hole, at FARMEE's sole cost, risk and expense, except as provided for under Article VII.

SURFACE DAMAGES -IX

ANY AND ALL responsibility for surface damages and associated costs while this farmout agreement is in force shall be FARMEE's sole responsibility, except as provided for under Article VII.

Upon completion of drilling operations for said test well, FARMEE shall restore all of FARMOR's roads used to gain access to said test well (whether or not located on said lands) to their condition prior to commencement of FARMEE's

SUBSTITUTE WELL OR WELLS -VI

IF, IN THE DRILLING of said test well, FARMEE shall encounter practically impenetrable substances, steep dips, excessive loss of circulation or any other difficulties or circumstances, either similar or dissimilar to those enumerated, which in FARMEE's opinion make it impracticable to continue the drilling of said test well, FARMEE may plug and abandon said test well and shall have the option for thirty (30) days from drilling rig release to commence or cause to be commenced the drilling operations for a substitute well at a mutually agreeable location on said lands and thereafter drill the same or cause the same to be drilled with due diligence to contract depth. In like manner, FARMEE shall have the option to drill additional substitute well(s) allowing not more than thirty (30) days to elapse between the drilling rig release of the previous substitute well and the commencement of drilling operations of an additional substitute well. Should FARMEE elect not to drill a substitute well within the specified thirty (30) day time period, all rights granted to FARMEE herein shall terminate ipso facto. All provisions contained in this agreement pertaining to said test well shall apply to substitute wells.

WELL TAKEOVER - VII

IF, UPON REACHING contract depth and after running appropriate log(s), FARMEE determines that it does not desire to attempt a completion, FARMEE shall, within twenty-four (24) hours, so notify FARMOR and furnish FARMOR with such log(s). FARMOR shall have twenty-four (24) hours following receipt of such notice and logs to elect to take over said test well. Should FARMOR not elect to take over said test well, FARMEE shall plug and abandon same at its sole cost, risk and expense. In the event FARMOR elects to take over

INFORMATION AND REPORTS -IV

FARMEE shall furnish FARMOR at the following address:

ITR Petroleum, Inc.
1600 Stout Street, Suite 1900
Denver, CO 80202
Attention: Jay Decker

MM&S Partners
102 Inverness Terrace East
Englewood, CO 80112

Energetics 1979 Limited Partnership
Energetics Capital Limited Partnership
c/o ITR Petroleum, Inc.
1600 Stout Suite 1900
Denver, CO 80202

the following reports:

Daily drilling reports, certified copies of all forms furnished to any governmental authority, copies of all logs, and plugging records, if any and such other data as required by FARMORS Notification Requirement Sheet attached hereto as Exhibit "C".

PRODUCTION TESTS/ACCESS TO TEST WELL -V

FARMOR's representatives, at their sole risk and expense, shall be allowed free access to the derrick floor, and to any and all information, geological and otherwise, pertaining to the drilling of said test well. Prior to running any logging device, coring or taking any formation test, FARMEE shall first give FARMOR notice in sufficient time to allow FARMOR's representative(s) to be present to witness such test. FARMEE shall notify FARMOR immediately by telephone or telegraph as to the results of any such test to the individuals referenced on Exhibit "C". FARMEE shall test said test well at such depths and intervals as a reasonably prudent operator would do in the same or similar circumstances.

Program Participation Agreements dated December 1, 1983 to include in payout calculations, a total amount of $71,500.00 ("said amount") over and above the actual cost of drilling, testing, completing and equipping said well and operating same throughout the payout period. Said amount shall be proportionately reduced to the operating rights interest of FARMOR subject to this agreement and to the interest the prepaying FARMORS (who prepaid Shelby) bears to the entire said amount.

Within sixty (60) days after completion of said test well and promptly after the close of each calendar quarter during the payout period of said test well, FARMEE shall furnish to FARMOR a statement reflecting the monthly progress of FARMEE'S recoupment of costs heretofore referred to with the final statement to be furnished on or before the last day of the calendar month following that month in which FARMEE's payout of costs is accomplished. Each said statement shall reflect the amounts of all development of operating expenditures and summary totals and 8/8ths of production quantities and values thereof before and after taxes. Each said statement shall reflect the current cumulative balance of FARMEE's recoupment to be recovered in the manner above provided.

In the event that certain Operating Agreement (see Article XII) expires pursuant to the terms of Article XIII contained therein prior to payout of said test well, FARMOR shall be entitled to the after payout interests specified herein just as though said test well had paid out,free and clear of, costs, and liens and encumbrances created by, through, or under FARMEE.

ELECTION AT PAYOUT - III

FARMEE shall promptly provide written notice by certified mail to FARMOR upon payout of said test well. Upon receipt of such notification, FARMOR shall have a forty-five (45) day option to elect to convert said retained override to the undivided operating rights interest shown in Column 4 of Exhibit "A". Failure of FARMOR to make an election within the specified period shall be deemed as an election not to convert said retained override to an operating rights interest.

Should FARMOR not elect to convert said retained override, FARMOR shall promptly assign FARMEE the operating rights interests as shown in Column 4 of said Exhibit A, effective the first day of the month following the month in which payout occurred necessary to result in the ownership shown in Column 2 of said Exhibit A.

Payout shall be defined as having occurred the first day of the month following the month in which FARMEE has recovered out of the proceeds of production from said test well attributable to the interst of FARMEE to be earned herein, less royalties, overriding royalties (including said retained override), burdening FARMOR'S interest and existing as of this date, production, severance and windfall profit taxes, one hundred percent (100%) of FARMEE'S cost of drilling, completing, testing and equipping said test well and operating same during the payout period. In the event and only in the event FARMEE and other parties not presently subject to this agreement enter into an agreement with Shelby Drilling, Inc. to drill said test well on a turn key basis, FARMOR shall allow those FARMEES who previously prepaid Energetics Operating Company or Shelby Drilling, Inc. to drill, said test well pursuant to the terms of the Energetics Eight Well Drilling

retained override") shown in Column 3 of said Exhibit A (which shall be in addition to all currently existing burdens) FARMOR shall be deemed to have relinquished until payout as defined herein, all of its right, title and interest in and to said test well and the production therefrom attributable to the operating rights and net revenue interest retained by FARMOR as shown in Column 4 and 4A of said Exhibit A. Said retained override shall be of 8/8ths of all the oil, gas, casinghead gas, condensate, distillate, gaseous hydrocarbon substances and gaseous substances produced, saved and marketed from said lands, free and clear of all costs and expenses of production whatsoever except its proportionate share of lawfully assessed taxes against said retained override. Said retained override shall be proportionately reduced only in the event said leases cover less than the entire mineral estate in said lands. It is the intent of the parties hereto that prior to payout FARMEE shall own the operating rights and net revenue interests as shown in Columns 2 and 2A of said Exhibit A (which net revenue interests reflect all existing burdens and said retained override) as provided herein. The interests shown in Columns 4 and 4A of said Exhibit A represent the operating rights and net revenue interests of the parties hereto after payout assuming all FARMORS elect to convert said retained override to an operating rights interest. Assignments shall be made on an after payout basis. In the event FARMEE elects to surrender any interests earned hereunder by non-payment of rentals or otherwise, FARMEE shall offer FARMOR the opportunity to assume such rental payments or other obligations ninety (90) days prior to such rental anniversary, obligation date or the date of the proposed surrender. In the event FARMOR elects to assume such obligations, FARMEE shall immediately reassign all interests to FARMOR, free and clear of any encumbrances of any nature created by, through or under FARMEE.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

199

UNITED STATES OIL AND GAS LEASE W-74319

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Utah Money Order Co.
P.O. Box 1537
Salt Lake City, Utah 84110, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
George P. Panos	P.O. Box 151073 Salt Lake City, Utah 84115	0.50%

213018

RECORDED July 31 AD 86 4:00 P.M.
IN BOOK 77 Oil & Gas PAGE 199
FEES $6.00 Jean J. Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided 0.50% (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:

Township 34 North, Range 113 West, 6th P.M.

Section 31: Lots 1,2,3,4, SE¼NW¼, E½SW¼, W½SE¼, SE¼SE¼

Containing 383.60 acres, more or less.

WITNESS our hands this 30th day of March, 19 86

Witnesses:

Utah Money Order Co.
by Thomas G. Panos, President

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 30th day of March, 19 86, before me personally appeared Thomas G. Panos, President of Utah Money Order Co.
the signor..... of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

8-17-89

Notary Public
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)

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:

..... as to George P. Panos
George P. Panos

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

200

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That BELCO DEVELOPMENT CORPORATION, a corporation (hereinafter called "Assignor") with offices at 1301 California Street, Suite 4800, Denver, Colorado 80202-2648, for and in consideration of the sum of Six hundred and No/100 Dollars ($600.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, EXCHANGE, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto BWAB INCORPORATED 1984-86 Joint Venture (hereinafter called "Assignee") with offices at 1801 California Street, 1000, Denver, Colorado 80202, all of Assignor's Right, Title and Interest insofar and only insofar as to the lands and leases described on Exhibit "A," attached hereto and by this reference made a part hereof, hereinafter called "Subject Lands."

This Bill of Sale and Assignment is subject to the following terms, reservations and conditions:

1. Assignee accepts this assignment of the Subject Lands subject to the terms and conditions of the oil and gas leases described on Exhibit "A" attached hereto and by this reference made a part hereof.

2. Assignor shall furnish to Assignee copies of the subject leases and any title data relating thereto in its possession, including copies of any assignments, contracts, receipts and agreements relating thereto, provided Assignor shall not be responsible for the accuracy of any such title/contract data.

3. Assignee shall provide to Assignor the geologic information and reports described on Exhibit "B" attached hereto and by this reference made a part hereof. Assignor shall at all times have full access to the rig floor at its sole cost, risk and expense. Assignor shall maintain the confidentiality of all geologic information and reports obtained from Assignee's test well(s) located on the "Subject Lands" for a period of seven (7) months following the completion of said test well(s). The aforementioned confidentiality provision may be waived if mutually agreed upon between Assignor and Assignee.

4. This Bill of Sale and Assignment is made without any warranty, either expressed or implied.

Executed and Effective this 3rd day of July, 1986.

213072

BELCO DEVELOPMENT CORPORATION

By: Andrew C. Morris
Andrew C. Morris
Title: Agent & Attorney-in-Fact

BWAB INCORPORATED AS MANAGING VENTURER FOR BWAB INCORPORATED 1984-86 JOINT VENTURE

By: Jed W. Lemmons
Jed W. Lemmons
Title: Attorrey-in-Fact

RECORDED August 5 1986 8:00 A M
IN BOOK 77 Ons PAGE 201
FEES $10.00 Lou Jo Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Andrew C. Morris, as Agent & Attorney-in-Fact of Belco Development Corporation.

This 3rd day of July, 1986.

Witness my hand and official seal.

My Commission Expires:
My commission expires Aug. 13, 1988.

Notary Public
Laura L. Rippe
11111 W. Exposition Dr.
Lakewood, Colorado 80226

STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Jed W. Lemmons, as Attorney-in-Fact of BWAB Incorporated as Managing Venturer for BWAB Incorporated 1984-86 Joint Venture.

This 18th day of July, 1986.

Witness my hand and official seal.

My Commission Expires:
June 25, 1987

Notary Public

2945L

EXHIBIT "A"

Attached to and made a part of that certain
Bill of Sale and Assignment
dated July 3, 1986
by and between
Belco Development Corporation as "Seller/Assignor"
and
BWAB Incorporated as "Buyer/Assignee"

Lease No.	Lessor	Lease Date	Term	Description	Gross Acres	Recorded
1285-D10	George A. Moffat, et ux	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 311
1285-E10	John A. Moffat, et ux	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 313
1285-F10	Laura F. Ricord	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 315

203

Lease No.	Lessor	Lease Date	Term	Description	Gross Acres	Recorded
1285-G10	Dora Moffat, Executrix of the William Moffat Estate	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 309
1285-H10	Frank R. Moffat et ux	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 307
1285-J10	Alice R. Bowman	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 322
1285-K10	Joe F. Sage	September 14, 1981	5 Years	Township 31 North, Range 113 West Section 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Section 27: SE/4NE/4, NE/4SE/4 Section 35: NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4, NW/4SE/4 Sublette County, Wyoming	640.00	Book 63 Page 317

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 14 day of July, A.D., 19 86 by and between RICHARD B. CARTER, 5845 Royal Ridge Drive, San Antonio, TX 78239 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND of 139 West 2nd Street, Casper, WY 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 him 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 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 W. R. Carter & Brunson D. Moore, as lessee, under date of October 1, 1966, bearing Wyoming Serial No. 36057 (formerly W-1329) on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Sec. 31: Lots 1 thru 7 inclusive, NE¼, E½NW¼, NE¼SW¼, N½SE¼ (All);
containing 638.34 acres, more or less.

213116

RECORDED August 7, 1986 8:00 A M
IN BOOK 77 Oil & Gas PAGE 205
FEES $4.00 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, its heirs, personal representatives and assigns, forever., effective August 1, 1986.

WITNESS our hand and seal this 14th day of July, 1986.

Richard B. Carter

STATE OF TEXAS } SS.
COUNTY OF HARRIS }

On this 22 day of July, A.D., 19 86, before me personally appeared RICHARD B. CARTER 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 official seal the day and year last above written.

My commission expires:

8-15-89

Notary Public

WY 3100-107 (Mar. 1982)

[redacted] BUREAU OF LAN[redacted]GEMENT [redacted]

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of July, A.D., 19 86 by and between RICHARD B. CARTER, 5845 Royal Ridge Dr., San Antonio, TX 78239 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND, hereinafter called of 139 West 2nd Street, Casper, WY 82601 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 him 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 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 W. R. Carter and Brunson D. Moore, as lessee, under date of October 1, 1966, bearing Wyoming Serial No. 1329 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 115 West, 6th P.M.
Sec. 36: Lots 3, 4, NE¼, N½SE¼;

containing 321.29 acres, more or less.

213117

RECORDED August 7, 19 86 8:00 AM
IN BOOK 77 Misc PAGE 206
FEES $4.00 Laura Yonts COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stine

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever, effective August 1, 1986.

WITNESS our hand and seal this 14th day of July, 19 86.

Richard B. Carter

STATE OF TEXAS } SS.
COUNTY OF HARRIS }

On this 22 day of July, A.D., 19 86, before me personally appeared RICHARD B. CARTER 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 official seal the day and year last above written.

My commission expires:

8-15-89

Notary Public

WY 3100-107 (Mar. 1982)

206

USA

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, HOWARD E. MARLOW, 1660 Lincoln Street, Suite 2502, Denver, CO 80264, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration. the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

WOODS PETROLEUM CORPORATION .3817 N.W. Expressway, Suite 700, Oklahoma City, Oklahoma 73112

_____, hereinafter called Assignee, its heirs and assigns, an overriding royalty of an undivided 2.5% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease(s) more particularly set forth and described on Exhibit "A" attached hereto and made a part hereof.

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

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

IN WITNESS WHEREOF we hereunto set our hands and seal this 28th day of July, 19 86.

213160

RECORDED August 11 19 86 2:30 PM
IN BOOK 77 349 PAGE 207
FEES 6.00 Lou Ryak COUNTY CLERK
SUBLETTE COUNTY CLERK

Howard E. Marlow

ACKNOWLEGMENT OF INDIVIDUAL

STATE OF Colorado
COUNTY OF Denver) ss:

Before me, a notary public, in and for said County and State, on this 4th day of July, 1986 personally appeared HOWARD E. MARLOW

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

My Commission Expires: My Commission Expires Dec. 10, 1988

Kathleen A. Rice
Notary Public

Assignment of Overriding Royalty dated July 28, 1986 from Howard E. Marlow to Woods Petroleum Corporation

EXHIBIT "A"

WPC NO.	LESSOR	LESSEE	DATE
11985-01	W-70457 USA	Walter M. Mack	8-1-80

SUBLETTE COUNTY, WYOMING

DESCRIPTION

Township 30 North, Range 110 West, 6th P.M.

Section 19: Lots 1,2,3,4, N/2 NE/4, E/2 W/2

Section 28: Lot 5

Section 29: Lots 1,2,3,4,5,6, E/2 SW/4, SE/4

Section 30: Lots 3,4,10,11, NE/4 NW/4

Containing 965.79 acres, more or less

209

FORM TA-31-2 REV 3-15-84

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 5th day of November, 1985, from Viola M. Pavlisin and Max Pavlisin, wife and husband, as Lessors, to Springfield Oil Company as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming to-wit:

Township 27 North, Range 115 West, 6th P.M.
Section 7: Lot 5 (26.03);
Sections 6 and 7: Resurvey Tract 37 (146.81);
Sections 7 and 18: Reusrvey Tract 38 (240.00);

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date, and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Viola M. Pavlisin and Max Pavlisin, wife and husband 1017 Beech Avenue Kemmerer, Wyoming 83101	First Wyoming Bank 811 Pine Avenue Kemmerer, Wyoming 83101	$206.42

213161

RECORDED August 11 AD 86 2:30 PM
IN BOOK 77 Oil PAGE 209
FEES $6.00 Lou Ann Clarke 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 5th day of November, 19 85.

x Viola Pavlisin (SEAL)
Viola M. Pavlisin
SS# 520-48-6250

x May Pavlisin (SEAL)
Max Pavlisin
SS# 520-03-3607

(SEAL)

(SEAL)

(SEAL)

— A —

Printed by P&M Print [redacted] 1681

[redacted]

[redacted]

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7 day of ~~November~~ December 19 85, personally appeared Viola M. Pavlisin and Max Pavlisin, 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: October 1, 1988

Notary Public

County of Lincoln
State of Wyoming
My Commission Expires: Oct. 1, 1988

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

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
When Recorded
Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

210

Producers 88
Western States

211

OIL AND GAS LEASE

THIS AGREEMENT made this 13th day of January 19 86 between
Nancy Jo Knadler and Larry Knadler, wife and husband
1619 Beaufort Street
Laramie, Wyoming 82070

Lessor (whether one or more), and Lessee, WITNESSETH: Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln and Sublette County, Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213162

RECORDED August 11 19 86 5:30 PM
IN BOOK 77 Oil & Gas PAGE 211
FEES $ 8.00 Lou Jo Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) ~~XX~~ years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in University of Wyoming Credit Union Bank of Laramie, Wyoming 82070 10854-005 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three Hundred Forty Five and 79/100ths dollars ($ 1345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessee 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.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

[redacted] [redacted] [redacted]

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of mitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or uction from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such nmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes d on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of e of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify es in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of en days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the s and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee t to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to nval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through or's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

tness of Signature

Signatures

X Nancy Jo Knadler

Address Nancy Jo Knadler

Taxpayer Identification or Social Security Number 520-48-1149

X Larry Knadler

Address Larry Knadler

520-46-3130

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

Karen Stapp Notary Public — County of Albany — State of Wyoming — 1-31-[illegible]

State of Wyoming

County of Albany ss.

On this 27 day of January in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared Nancy Jo Knadler and Larry Knadler, wife and husband

known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

7/31/89

My Commission Expires:

Karen Stapp

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.

FROM

TO

Date 19

Section Township Range

County

No. of Acres Term

STATE OF

County of

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

County Clerk-Register of Deeds

by Deputy

Record and Mail to:

212

213

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of January, 1986 by and between Nancy Jo Knadler and Larry Knadler, wife and husband, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 in Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North lire of said Lot 5; thence East 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
AND;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of January, 1986:

Nancy Jo Knadler

Larry Knadler

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Springfield Oil Company
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Amoco Production Company
P.O. Box 800
Denver, Colorado 80201

(hereinafter called Assignee) all right, title and interest in and to the oil and gas lease dated January 13, 19 86, from Nancy Jo Knadler and Larry Knadler, wife and husband, lessor s to Springfield Oil Company, lessee, recorded in book ____, page ____ insofar as said lease covers the following described land in Lincoln and Sublette County, State of Wyoming:

See Exhibit "A" attached hereto and made a part hereof.

213163

RECORDED August 11 AD 86 2:30 PM
IN BOOK 77 O.R. PAGE 214
FEES $ 8.00 Lisa Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section XXX Township XXX Range XXX and containing 1345.79 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED This 30th day of January, 1986

Attest:
Springfield Oil Company

By: Mary C. Sellers
Mary C. Sellers, Secretary

By: Richard E. Martin
Richard E. Martin, President

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____

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

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

My commission expires _____

_____
Notary Public

STATE OF Colorado }
COUNTY OF Denver } ss. CORPORATION ACKNOWLEDGMENT

On this 30th day of January, 1986, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of the Springfield Oil Company to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said President Springfield Oil Company, and that the Corporate seal of the said Springfield Oil Company was thereto affixed by its authority.

Witness my hand and Notarial Seal at 2:30 P.M. in said county the day and year last above written.

My commission expires My Commission Expires August 8, 1987
550 Petroleum Bldg.
Denver, Colorado 80202

Nancy Lee Esgate
Notary Public

214

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

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

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

and.....

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

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

My Commission Expires.....

Notary Public.

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

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

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

and.....

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

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

My Commission Expires.....

Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public.

My Commission expires.....

No.....

FROM

TO

Dated.....

No. Acres.....

.....County,.....

Term.....

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

day of.....

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

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

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

.....County Clerk.

By.....Deputy.

When recorded return to

[redacted] [redacted] [redacted]

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated the 30th day of January, 1986 by and between Springfield Oil Company, as assignor and Amoco Production Company, as assignee covering the following described lands to wit:

SUBLETTE COUNTY, WYOMING: SCHEDULE OF LANDS

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

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FORM YA-21-2 REV 3 15 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 13th day of January, 1986, from Nancy Jo Knadler and Larry Knadler, wife and husband, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the Records of Lincoln and Sublette Counties, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

in so far as it covers the following described land in Lincoln and Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) 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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Nancy Jo Knadler and Larry Knadler, wife and husband 1619 Beaufort Street Laramie, Wyoming 82070	University of Wyoming Credit Union Laramie, Wyoming 82070 Account # 10[illegible]-105	$166.60

213164

RECORDED August 11 AM 86 2:30 PM
IN BOOK 77 Oth PAGE 217
FEES $ 8.00 Lee O'Gara 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 13th day of January, 19 86.

X Nancy Jo Knadler (SEAL)
Nancy Jo Knadler
SS# 520-48-1149

X Larry Knadler (SEAL)
Larry Knadler
SS# 520-46-3130

(SEAL)

(SEAL)

(SEAL)

-1-

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[redacted]

[redacted]

STATE OF Wyoming
COUNTY OF Albany } 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 27 day of January, 19 86, personally appeared Nancy Jo Knadler and Larry Knadler, 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.

Karen Stapp Notary Public
Albany Wyoming
My Commission Expires July 31 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 7/31/89

Karen Stapp
Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

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

215

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EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated the 13th day of January, 1986 by and between Nancy Jo Knadler and Larry Knadler, wife and husband, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 in Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence East 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
AND;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.

Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of January, 1986:

Nancy Jo Knadler

Larry Knadler

Western States [redacted]

OIL AND G[redacted]ASE

[redacted]

THIS AGREEMENT made this 13th day of January 19 86, between
Sally A. Orr and Donald Orr, wife and husband
7839 Barindon Drive
Germantown, Tennessee 38138

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
(S 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln and Sublette County, Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213165

RECORDED: August 11 AD 86 2:30 PM
IN BOOK 77 Misc FACE 220
FEES $ 8.00 Linda Parker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Bank of Germantown (Account #12-3018-18 AK) Bank of Germantown Road, Germantown, Tennessee 38138 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three Hundred Forty Five and 79/100ths Dollars ($ 1345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six Hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

X Signatures Sally A. Orr

Address Sally A. Orr

X Donald Orr

Address Donald Orr

Taxpayer Identification or Social Security Number
520-36-8033

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Tennessee

County of Shelby ss.

On this 21 day of January in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared Sally A. Orr and Donald Orr, wife and husband

known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

April 6, 1988
My Commission Expires:

Dellaine Rich
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

OIL AND GAS LEASE

No._____

FROM

TO

Date_____, 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__, and duly recorded at____ o'clock____ M., and duly recorded in book____ page____ of the records of this office.

_____
County Clerk-Register of Deeds

by_____ Deputy

Record and Mail to:

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of January, 1986 by and between Sally A. Orr and Donald Orr, wife and husband, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 in Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence East 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
AND;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½; E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of January, 1986:

Sally A. Orr

Donald Orr

223

FORM TA-21-2 REV 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 13th day of January, 1986, from Sally A. Orr and Donald Orr, wife and husband, as Lessors, to Springfield Oil Company, of the Records of Lincoln and Sublette Counties, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

in so far as it covers the following described land in Lincoln and Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part herecf.

NOW, THEREFORE, in consideration of the sum of One [illegible] 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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Sally A. Orr and Donald Orr, wife and husband 7839 Farindon Drive Germantown, Tennessee 38138	Bank of Germantown Germantown Road Germantown, Tennessee 38138 Account # 32-3071-3	$166.60

213166

RECORDED August 11 AT 8:30 PM
IN BOOK 770 Misc PAGE 223
FEES $ 5.00 Lou D'Ewart 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 13th day of January, 19 86.

x Sally A. Orr (SEAL)
Sally A. Orr
SS# 520-36-8033

x Donald Orr (SEAL)
Donald Orr
SS# 408-54-7730

(SEAL)

(SEAL)

Printed by P&M Prin[redacted]-1681

[redacted] [redacted]

STATE OF Tennessee)
COUNTY OF Shelby) ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of January, 19 86, personally appeared Sally A. Orr and Donald Orr, 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 April 6, 1988

Notary Public

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

Recorded

No.

FROM

TO

Dated

No. Acres

County

Term

This instrument was filed for record on the

day of 19, at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

224

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated the 13th day of January, 1986 by and between Sally A. Orr and Donald Orr, wife and husband, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 in Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence East 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
AND;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of January, 1986:

Sally A. Orr
Sally A. Orr

Donald Orr
Donald Orr

OIL AND GAS LEASE

[redacted] [redacted] [redacted]

THIS AGREEMENT made this 13th day of January 19 86, between
Judy M. Betka and Daniel Betka, wife and husband
9989 West 84th Place
Arvada, Colorado 80005
Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee. WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, those producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln and Sublette County, Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213167

RECORDED August 11 AM 86 2:30 PM
IN BOOK 77 Misc PAGE 226
FEES $ 3.00 Lou Glaze COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~10~~ five (5) years from this date ~~(called "primary term")~~ and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Omnibank (Account #724556[redacted]) Bank of 7878 West 80th Place, Arvada, Colorado 80005 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three Hundred Forty Five and 79/100ths Dollars ($ 1345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

division in ownership of the land, rentals or royalties, ho[illegible] accomplished, shall operate to enlarge the obligations or dimin[illegible]he rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lesse[illegible] be furnished with a certified copy of all recorded instruments [illegible]ourt proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignm[illegible] of this lease as to a segregated portion of said land, the rentals [illegible]able hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Patty J. Cernack

Signatures

X Judy M. Betka

Address Judy M. Betka

X Daniel Betka

Address Daniel Betka

Taxpayer Identification or Social Security Number

520-46-1899

523-40-0544

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Colorado

County of Jefferson ss.

On this 24 day of January in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared Judy M. Betka and Daniel Betka, wife and husband known to me to be the person S described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

April 26, 1988

My Commission Expires:

6388 Dan K. Dr. #4
Arvada, Co. 80004

Patty J. Cernack
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of

County of ss.

On this day of A.D. 19, before me, a notary public in and for said county and state, appeared to me personally known, who being by me duly sworn, did say that he is the of said and that the seal affixed to said corporation, by authority of its board of directors, and said acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

No.

OIL AND GAS LEASE

FROM

TO

Date, 19

Section Township Range

County,

No. of Acres Term

STATE OF

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.

County Clerk–Register of Deeds

by Deputy

Record and Mail to:

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of January, 1986 by and between Judy M. Betka and Daniel Betka, wife and husband, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 in Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence East 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

AND;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of January, 1986:

Judy M. Betka

Daniel Betka

2.29

FORM TA-21-2 REV 3 15 84

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 13th day of January, 1986, from Judy M. Betka and Daniel Betka, wife and husband, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the Lincoln and Sublette Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

in so far as it covers the following described land in Lincoln and Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Judy M. Betka and Daniel Betka, wife and husband 9989 West 84th Place Arvada, Colorado 80005	Omnibank 7878 West 80th Place Arvada, Colorado 80005 7878 west 80th Place Account #7245564[redacted]	$166.60

213168

RECORDED August 11 1986 2:30 PM
IN BOOK 77 Oil & Gas PAGE 229
FEES $8.00 Lois L Eyre 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 13th day of January, 1986.

x Judy M. Betka (SEAL)
Judy M. Betka
SS# 520-46-1899

x Daniel Betka (SEAL)
Daniel Betka
SS# 523-40-0544

(SEAL)

(SEAL)

[redacted] [redacted]

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of Janaury, 19 86, personally appeared Judy M. Betka and Daniel Betka, wife and husband

and _____, to me known to be the identical person they, described in and who executed the within and foregoing instrument of writing and acknowledged to me that their 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 April 16 1986
6335 Oak Ct. Unit 4, Arvada, Co. 80004

Patsy J. Carmack
Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

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

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated the 13th day of January, 1986 by and between Judy M. Betka and Daniel Betka, wife and husband, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 in Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence East 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
AND;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.

Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; AND;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, .400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of January, 1986:

Judy M. Betka

Daniel Betka

OIL AND G[redacted]ASE

THIS AGREEMENT made this 13th day of November 19 85, between
Susan Donaldson and Boyd Donaldson, wife and husband
2194 Rucker Drive
Cupertino, California 95014

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
is 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette and Lincoln County, Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213169

RECORDED August 11 AD 86 2:30 P.M.
IN BOOK 77 Misc PAGE 232
[redacted] E. Lou Depke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in American Savings #2-163053-8 Bank of 10493 S. DE ANZA BLVD., CUPERTINO, CA. (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three Hundred Forty Five and 79/100ths Dollars ($ 1,345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

-1-

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interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Nancy F. Symms

Nancy F. Symms

Signatures

x Susan Kay Donaldson

Address Susan Donaldson

x Boyd Donaldson

Address Boyd Donaldson

Taxpayer Identification or Social Security Number

520-32-3314

519-20-9916

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of California

County of Santa Clara. ss.

On this 17th day of ~~November~~ December in the year of 1985, before me, a Notary Public within and for said County ard State, personally appeared Susan Donaldsor and Boyd Donaldson, wife and husband

known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

May 8, 1989

My Commission Expires:

Nancy F. Symms

Notary Public

NANCY F. SYMONS
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires May 8, 1989

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.

FROM

TO

Date 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-Recorder

by Deputy

Record and Mail to:

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of November, 1985, by and between Susan Donaldson and Boyd Donaldson, wife and husband
Lessor, and Springfield Oil Company, Lessee:

SUBLETTE COUNTY, WYOMING: SCHEDULE OF LANDS

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

Susan Kay Donaldson

_____

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TATHOCK'S, INC. Mi ntinent Association form
Form No. 151 B
435

(Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Springfield Oil Company
550 Petroleum Building
Denver, Colorado 80202

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Amoco Production Company
P.O. Box 800
Denver, Colorado 80202

(hereinafter called Assignee) One Hundred Percent (100.00%) interest in and to the oil and gas lease dated November 13th, 1986, from Susan Donaldson and Boyd Donaldson, wife and husband, lessor s, to Springfield Oil Company, lessee, recorded in book ____, page ____ insofar as said lease covers the following described land in Sublette and Lincoln County, State of Wyoming:

See Exhibit "A" attached hereto and made a part hereof.

213170

RECORDED August 12 19 86 2:30 P.M.
IN BOOK 77 Oil & Gas PAGE 235
FEES $ 8.00 Lois O'Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section ____ Township ____ Range ____ and containing 1345.79 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 28th day of January, 19 86

Springfield Oil Company

By: Richard E. Martin
Richard E. Martin, President

Attest:

By: Mary C. Sellers
Mary C. Sellers, Secretary

STATE OF ____ }
COUNTY OF ____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ____ day of ____, 19 ___, personally appeared ____ and ____

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

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

My commission expires ____

Notary Public

STATE OF COLORADO }
COUNTY OF DENVER } ss. CORPORATION ACKNOWLEDGMENT

On this 28th day of January 19 86, before me the undersigned, a Notary Public in and for said county, personally came Richard E. Martin, President of the Springfield Oil Company to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said President Corporation, and that the Corporate seal of the said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at 3:30 in said county the day and year last above written.

My commission expires 1/27/90

Sally Ann Cox
Notary Public
575 Petroleum Bldg.
Denver, CO 80202

NOTARY PUBLIC STATE OF COLO.

-F-

STATE OF [redacted] }
COUNTY OF ..... } ss.

Oklahoma, Kan[redacted] Mexico, Wyoming, Montana, Colorado, [redacted]
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

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

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

and.....

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

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

My Commission Expires.....

Notary Public.

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

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

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

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

and.....

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

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

My Commission Expires.....

Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public.

(SEAL)

My Commission expires.....

FROM

TO

No.....

Dated.....

No. Acres.....

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

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Attached to and made a part of that certain Assignment of Oil and Gas Lease dated the 28th day of January, 1986 by and between Springfield Oil Company, as assignor and Amoco Production Company, as assignee covering the following lands to wit:

SUBLETTE COUNTY, WYOMING: SCHEDULE OF LANDS

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence Scuth 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

FORM TA-21-2 REV [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 13th day of November, 1985, from Susan Donaldson and Boyd Donaldson, wife and husband, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming and Lincoln County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette and Lincoln County, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date, and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Susan Donaldson and Boyd Donaldson, wife and husband 2194 Rucker Drive Cupertino, California 95014	American Savings 10493 S. DEANZA BLVD. CUPERTINO, CA. 95014 Account # 9-163053-8	$166.60

213171

RECORDED August 11 AD 86 2:30 PM
IN BOOK 77 Std PAGE 238
FEES $ 8.00 Lou Blake 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 ~~13th~~ 17 day of ~~November~~ SKD Dec., 19 85.

x Susan Kay Donaldson (SEAL)
Susan Donaldson
SS# 520-32-3314

x Boyd Donaldson (SEAL)
Boyd Donaldson
SS# 519-20-9916 BD

(SEAL)

(SEAL)

(SEAL)

-F-

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7239

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
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 November, 19 85, personally appeared Susan Donaldson and Boyd Donaldson, wife and husband

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.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of California
County of Santa Clara ss.

On this 17th day of December in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared Susan Kay Donaldson and Boyd A. Donaldson known to me to be the person S described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

May 8, 1989
My Commission Expires:

Nancy F. Symons
Notary Public

NANCY F. SYMONS
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires May 8, 1989

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires: _____ Notary Public

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

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated the 13th day of November, 1985 by and between Susan Donaldson and Boyd Donaldson, wife and husband Lessor, and Springfield Oil Company, Lessee:

SUBLETTE COUNTY, WYOMING: SCHEDULE OF LANDS

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:
Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and
Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

Susan Kay Donaldson

Producers 88 :
Western States

241

OIL AND GAS LEASE

THIS AGREEMENT made this 20th day of November 19 85, between
Ted E. Miller and Nancy Ann Miller, husband and wife; Frank T. Miller and Ellen Miller, husband and wife;
3809 South 300 West, Salt Lake City, Utah 84415
Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
is 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette and Lincoln County ies, Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213172

RECORDED August 11 1986 2:30 PM
IN BOOK 77 Misc PAGE 241
FEES $8.00 Lois Eyales COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section , Township , Range

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Interstate Bank of Salt Lake City, Utah (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three Hundred Forty Five and 79/100ths Dollars ($ 1,345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

[redacted] [redacted] [redacted]

division in ownership of the land, royalties or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy [redacted] ed instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said [redacted] ut of the assigment of this lease as to a segregated portion [redacted] and the rentals payable hereunder shall be apportionabl[redacted] several leasehold owners ratably according to the surface area of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

~~XXXXXX~~ Signature X Ted E. Miller Ted E. Miller SS# 529-50-4261 X Nancy Ann Miller Nancy Ann Miller SS# 528-46-9629	Signatures X Frank T. Miller Address Frank T. Miller X Ellen T. Miller Address Ellen Miller	Taxpayer Identification or Social Security Number 528-48-9251 520-48-1801

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Utah

County of Salt Lake ss.

On this 20th day of November in the year of 19 85, before me, a Notary Public within and for said County and State, personally appeared Ted E. Miller and Nancy Ann Miller, husband and wife; and Frank T. Miller and Ellen Miller, husband and wife known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

NOTARIAL SEAL
EXPIRES
STATE OF UTAH

March 8, 1987
My Commission Expires:

Ruth R. Allsop
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.

FROM

TO

Date, 19

Section Township Range

County

No. of Acres 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.

County Clerk–Register of Deeds

By Deputy

Record and Mail to:

2-1/2

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 20th day of November, 1985, by and between Ted E. Miller and Nancy Ann Miller, husband and wife; and Frank T. Miller and Ellen Miller, husband and wife Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND, situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:
Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, therce South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West, 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼,excepting therefrom the following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence Scuth 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East 1538 feet along county road; thence North 0°30' East 3355 feet to point of beginning, containirg 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 20th day of November, 1985:

Frank T. Miller
Ellen Miller

Ted E. Miller
Nancy Ann Miller

FORM TA-21-2

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 20th day of November, 1985, from Ted E. Miller and Nancy Ann Miller, husband and wife; and Frank T. Miller and Ellen Miller, husband and wife, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ___, Page ___, of the Lincoln Sublette Records of ___ County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

in so far as it covers the following described land in Sublette and Lincoln Counties Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

213173

RECORDED August 11, 19 86 2:30 PM
IN BOOK 77 Off PAGE 244
FEES $ 8.00 Lou J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

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

CREDIT TO	ADDRESS	AMOUNT
Ted E. Miller and Nancy Ann Miller, husband and wife 3809 South 300 West Salt Lake City, Utah 84415	First Interstate Bank 3776 Highland Drive Salt Lake City, Utah 84101 Account # 26-13868-5	$111.06
Frank T. Miller and Ellen Miller, husband and wife 3809 South 300 West Salt Lake City, Utah 84415	First Interstate Bank 3776 Highland Drive Salt Lake City, Utah 84101 Account # 26-13868-5	$111.06

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 20th day of November, 19 85.

x Ted E. Miller
Ted E. Miller
SS# 529-50-4261

x Nancy Ann Miller
Nancy Ann Miller
SS# 528-46-9629

x Frank T. Miller (SEAL)
Frank T. Miller
SS# 528-48-9251 (SEAL)

x Ellen Miller (SEAL)
Ellen Miller
SS# 520-48-1801 (SEAL)

244

945

Printed by P&M Printing (303) 893-1681

STATE OF Utah
COUNTY OF Salt Lake } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of November, 19 85, personally appeared Ted E. Miller and Nancy Ann Miller, husband and wife;

and Frank I. Miller and Ellen Miller, husband and wife;

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

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

My Commission Expires March 4, 1987

Ruth R. Allsop
Notary Public.

NOTARY PUBLIC
STATE OF UTAH

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

No. _____

FROM _____

TO _____

_____

Dated _____

No. Acres _____

_____ County, _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated the 20th day of November, 1985 by and between Ted E. Miller and Nancy Ann Miller, husband and wife; and Frank T. Miller and Ellen Miller, husband and wife, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West, 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less;
and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East 1538 feet along county road; thence North 0°30' East 3355 feet to point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 20th day of November, 1985:

Frank T. Miller
Ellen Miller

Ted E. Miller

Nancy Ann Miller

Products 88
Western States

247

OIL AND GAS LEASE

THIS AGREEMENT made this 20th day of November 19 85 between
Marilyn James and Paul James, wife and husband
306 South 7th Street
Montpelier, Idaho 83254

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette and Lincoln Counties Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213174

RECORDED August 11 1986 at 2:30 P.M.
IN BOOK 77 Misc PAGE 247
FEE $ 8.00 Jan D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section, Township, Range

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Security (Account # 1067125) Bank of 0 Washington Street, Montpelier, Idaho 83254 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three ndred Forty Five and 79/100ths Dollars ($ 1,345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

[redacted] [redacted] [redacted]

interest therein, shall be b[redacted]see until Lessee shall be furnished with a certified copy [redacted]ed instruments, all court proceedings and all other neces[redacted] of any transfer, inheritance, or sale of said [redacted]t of the assignment of this lease as to a segregated port[redacted]nd the rentals payable hereunder shall be apportionable [redacted]everal leasehold owners ratably according to [redacted]rea of each and default in rental payment by one shall not a[redacted]hts of other leasehold owners hereunder. In case Lessee as[redacted]sr in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures
X Marilyn James
Address Marilyn James
X Paul James
Address Paul James

Taxpayer Identification or Social Security Number
529-56-6168
460-58-2459

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming
County of Lincoln ss.

On this 21st day of November in the year of 19 85, before me, a Notary Public within and for said County and State, personally appeared Marilyn James and Paul James, wife and husband

known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

December 1, 1988
My Commission Expires:

Mae Dean Julian
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires: Oct. 1, 1988

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.

FROM

TO

Date, 19

Section Township Range

County

No. of Acres 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
records of this office.

County Clerk-Register of Deeds

By Deputy

Record and Mail to:

240

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 20th day of November, 1985, by and between Marilyn James and Paul James, wife and husband
Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:
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and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.95 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West, 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less;

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East 1538 feet along county road; thence North 0°30' East 3355 feet to point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 20th day of November, 1985:

[redacted] [redacted]

FORM TA-21-2 REV [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 20th day of November, 1985, from Marilyn James and Paul James, wife and husband, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ___, Page ___, of the Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petorleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette and Lincoln Counties, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date, and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Marilyn James and Paul James, wife and husband 306 South 7th Street Montpelier, Idaho 83254	First Security Bank 830 Washington Street Montpelier, Idaho 83254 Account # 1067125	$111.06

213175

RECORDED August 11 AD 86 2:30 P M
IN BOOK 77 Oil & Gas PAGE 250
Fee $6.00 Lora D. Lyons 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 20th day of November, 1985.

x Marilyn M. James (SEAL)
Marilyn James
SS# 529-56-6188

x Paul James (SEAL)
Paul James
SS# 460-58-2459

(SEAL)

(SEAL)

D

250

951

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Uinta } 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 November, 19 85, personally appeared Marilyn James and Paul James, 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: Dec 1, 1983 Notary Public

Mae Jean Jamieson
County of Lincoln
State of Wyoming
My Commission Expires: Oct. 1, 1988

Mae Jean Jamieson
Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____ _____

My Commission Expires: Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____ _____

My Commission Expires: Notary Public

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 _____ Page _____ of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Rental Division Order dated the 20th day of November, 1985 by and between Marilyn James and Paul James, wife and husband
Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND; situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West, 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less;
and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East 1538 feet along county road; thence North 0°30' East 3355 feet to point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 20th day of November, 1985:

Springfield Oil Company

Paul James

252

STIPULATION OF INTEREST

253

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of undivided interests as set forth below in oil, gas, and other minerals in and under the following described land, situate in Lincoln and Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the undersigned parties are desirous of determining said individual interest,

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) and mutual advantages to be derived hereunder, the undersigned parties and each of them do hereby agree, declare and stipulate that their interest in and to the oil, gas, and other minerals in and under the above described land is as follows:

MINERAL OWNER	INTEREST
Hugh Wardell and Betty Wardell, husband and wife P.O. Box 56 La Barge, Wyoming 83101	12.50%

213176

RECORDED August 11 AD 86 2:30 PM
IN BOOK 77 Oil PAGE 253
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

AND FURTHER, the undersigned parties, and each of them, do hereby grant, bargain, sell and convey to the other, whatever interest is necessary to effectuate the purpose of this instrument.

THIS Instrument is binding upon and is effective as to the interest of each party who executed same without regard as to whether it is executed by any other person whomsoever.

IN WITNESS WHEREOF, we sign this 13th day of November, 1985.

Hugh Wardell
Hugh Wardell

Betty Wardell
Betty Wardell

STATE OF WYOMING)
)
COUNTY OF LINCOLN)

On this 18th day of December, 1985, before me, personally appeared Hugh Wardell and Betty Wardell, husband and wife, to me know to be the person S described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

Mae Jean Julian
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires: Oct. 1, 1988

My Commission Expires:

Mae Jean Julian
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Stipulation of Interest dated the 13th day of November, 1985, by and between Hugh Wardell and Betty Wardell, husband and wife, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:
Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:
Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
and;
A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and
Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

Hugh Wardell

Betty Wardell

Producers '88
Western States

255

OIL AND GAS LEASE

THIS AGREEMENT made this 13th day of November 19 85, between
Hugh Wardell and Betty Wardell, husband and wife
P.O. Box 56
La Barge, Wyoming 83123

Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln and Sublette County, Wyoming, to wit:

See Exhibit "A" attached hereto and made a part hereof.

213177

RECORDED August 11 19 86 9:30 PM
IN BOOK 77 Q&G PAGE 255
FEES $ 8.00 Lois Lepke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of Section _____ Township _____ Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) ~~XX~~ years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account # 56-01203-6) Bank of 440 Budd Avenue, Big Piney, Wyoming 83113 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three Hundred Forty Five and 79/100ths Dollars ($ 1,345.79) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

rest therein, shall be bind[redacted] until Lessee shall be furnished with a certified copy [redacted] the rentals payable hereunder shall be apportionable [redacted] rial leasehold
entance, or sale of said rig[redacted] the assignment of this lease as to a segregated portion [redacted] of other leasehold owners hereunder. In case Lessee assi[redacted] in whole or in
ne's ratably according to th[redacted] of each, and default in rental payment by one shall not affa[redacted]
t, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or duction from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such vernmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in rt, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes sed on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of ure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering y or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify ssee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of een days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the rms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee ct to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor e new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to proval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through ssor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures
X Hugh Wardell
Address Hugh Wardell
X Betty Wardell
Address Betty Wardell

Taxpayer Identification or Social Security Number
520-16-8203

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming
ss.
County of Lincoln

On this 22nd day of November in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared Hugh Wardell and Betty Wardell, husband and wife known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

[illegible] Notary Public
County of Lincoln State of Wyoming
My Commission Expires: Oct. 1, 1988

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Notary Public

My Commission Expires:

OIL AND GAS LEASE

No.

FROM

TO

Date, 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, and duly recorded

at o'clock M., and duly recorded in book page records of this office.

County Clerk—Register of Deeds

by Deputy

Record and Mail to:

256

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of November, 1985, by and between Hugh Wardell and Betty Wardell, husband and wife Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

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and;

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Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

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Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985

Hugh Wardell

Betty Wardell

FORM TA-21-2 REV 2 [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 13th day of November, 1985, from Hugh Wardell and Betty Wardell, husband and wife, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the Records of Lincoln and Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202, in so far as it covers the following described land in Lincoln and Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date, and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Hugh Wardell and Betty Wardell, husband and wife P.O. Box 56 La Barge, Wyoming 83123	First Wyoming Bank 440 Budd Avenue Box 428 Big Piney, Wyoming 83113 Account # 56-01203-6	$166.60

213178

RECORDED August 11, 1986 2:30 P.M.
IN BOOK 77 Oil & Gas PAGE 258
ENTERED BY Judy Pflake 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 peisons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

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

WITNESS our hands and seals this 13th day of November, 19-85.

x Hugh Wardell (SEAL)
Hugh Wardell
SS# 520-16-8203

x Betty Wardell (SEAL)
Betty Wardell
---SS# (SEAL)

(SEAL)

(SEAL)

258

ted by P&M Printing (303) 893-1681

E OF Wyoming }
NTY OF Lincoln } ss.

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

EFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd
November, 19 85, personally appeared Hugh Wardell and Betty Wardell,
husband and wife

, to me known to be the identical person s described in and who executed
ithin and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free
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
unty of Lincoln
Commission Expires Oct. 1, 1988

My Commission Expires October 1, 1988

Notary Public

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

te of _____
ss.
nty of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public
hin and for said County and State, personally appeared _____

own to me to be the person ____ described in and who executed the within and foregoing instrument, and
knowledged to me that _____ executed the same as _____ voluntary act and deed.

_____
Notary Public
Commission Expires:

CORPORATE FORM OF ACKNOWLEDGEMENT

ate of _____
ss.
unty of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for
id county and state, appeared _____ to me personally known,
o being by me duly sworn, did say that he is the _____ of said _____
d that the seal affixed to said corporation, by authority of its board of directors, and said _____
_____ acknowledged the execution of said instrument to be the voluntary act and deed of said
orporation, by it voluntarily executed.

_____
Notary Public
y Commission Expires:

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

EXHIBIT A

Attached to and made a part of that certain Ratification and Rental Division Order dated the 13th day of November, 1985 by and between Hugh Wardell and Betty Wardell, husband and wife Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

Hugh Wardell

Betty Wardell

260

STIPULATION OF INTEREST

261

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of undivided interests as set forth below in oil, gas, and other minerals in and under the following described land, situate in Lincoln and Sublette County, State of Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the undersigned parties are desirous of determining said individual interest,

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) and mutual advantages to be derived hereunder, the undersigned parties and each of them do hereby agree, declare and stipulate that their interest in and to the oil, gas, and other minerals in and under the above described land is as follows:

MINERAL OWNER	INTEREST
Joseph W. Krall, a single man Kemmerer, Wyoming 83101	12.50%

AND FURTHER, the undersigned parties, and each of them, do hereby grant, bargain, sell and convey to the other, whatever interest is necessary to effectuate the purpose of this instrument.

THIS Instrument is binding upon and is effective as to the interest of each party who executed same without regard as to whether it is executed by any other person whomsoever.

IN WITNESS WHEREOF, we sign this 13th day of November, 1985.

X Joseph W. Krall

Joseph W. Krall, a single man

213179
RECORDED August 11, 1986 2:30 P M
IN BOOK 77 049 PAGE 261
FEES $4.00 Lois D Eyrke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF Wyoming)
)
COUNTY OF Lincoln)

On this 2nd day of December, 1985, before me, personally appeared Joseph W. Krall, a single man, to me know to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Mae Jean Julian
Notary Public
County of Lincoln
My Commission Expires: Oct. 1, 1988

My Commission Expires:

Mae Jean Julian
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of November, 1985, by and between Joseph W. Krall, a single man

Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND, situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and

Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

Joseph W. Krall

Joseph W. Krall

264 A

Lucers 88
tern States

262

OIL AND GAS LEASE

S AGREEMENT made this 13th day of November 19 85, between
Joseph W. Krall, a single man
Rural Route
Kemmerer, Wyoming 83101
sor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
see. WITNESSETH:

1. Lessor in consideration of ten and more Dollars
10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein
tained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to,
producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures
reon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln and
Sublette County, Wyoming, to wit:

213180

RECORDED August 11 AD 86 2:30 P M
IN BOOK 77 Oil & Gas PAGE 262
FEES $8.00 Rue Myers COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

See Exhibit "A" attached hereto and made a part hereof.

Section Township Range

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by
ssor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers,
reams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 1345.79
cres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said
nd hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of
ssor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where
roduced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the
arket value at the well of one-eighth of the product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have
ee use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting
ny so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such
ell is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in,
n amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders
nnually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other
rovision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to
roperly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with
late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before
uch anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Wyoming (Account #353387) Bank of
811 Pine Avenue, Kemmerer, Wyoming 83101 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals
ayable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Thousand Three
red Forty Five and 79/100ths Dollars ($ 1,345.79), (herein called rental), which shall cover the privilege of deferring commencement of
perations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive
eriods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the
Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date,
hall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be
held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive
such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and
deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such
portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is
reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether
deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the
rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous
payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable
Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and
thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental
paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or
before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no
interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after
discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or
operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on
this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall
cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred
twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land,
lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred
and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent
(10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction.
Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with
the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not
exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing
the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon
or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such
production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere
herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total
acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time
thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content
hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the
existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental
declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by
filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of
development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event,
the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation
and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or
agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any
such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any
particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and
not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any
cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee
shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When
required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's
consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

[redacted] [redacted] [redacted]

[redacted] royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change [redacted] instruments all court proceedings and all other necessary [redacted] any transfer, vision in ownership of the [redacted] e until Lessee shall be furnished with a certified copy of [redacted] d the rentals payable hereunder shall be apportionable [redacted] eral leasehold terest therein, shall be bin[redacted] of the assignment of this lease as to a segregated portio[redacted] in whole or in heritance, or sale of said ri[redacted] wners ratably according to the surface area of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assi[redacted] rt, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of y limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or oduction from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such overnmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in art, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes ased on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of ilure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering ny or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify essee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the erms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee lect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor he new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to pproval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through essor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

Signatures

X Joseph W. Krall

Address Joseph W. Krall, a single man

Address

Taxpayer Identification or Social Security Number
520-22-5177

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming

County of Lincoln ss.

On this 28th day of November in the year of 1985, before me, a Notary Public within and for said County and State, personally appeared Joseph W. Krall, a single man

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

Mae Joan Julian
Notary Public

Mae Joan Julian Notary Public
County of Lincoln State of Wyoming
My Commission Expires: Oct. 1, 1988

CORPORATE FORM OF ACKNOWLEDGEMENT

State of

County of ss.

On this day of A.D. 19, before me, a notary public in and for said county and state, appeared to me personally known, who being by me duly sworn, did say that he is the of said and that the seal affixed to said corporation, by authority of its board of directors, and said acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Notary Public

My Commission Expires:

OIL AND GAS LEASE

No.

FROM

TO

Date 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

Record and Mail to:

When Recorded Return to:
Amoco Production Co.
P. O. Box 800
Denver, Colorado 80201
Attn: Land Data

263

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 13th day of November, 1985, by and between Joseph W. Krall, a single man

Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND, situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:
Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less; along the North line of Lot 5 to the point of beginning;

and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and
Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.
Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

Joseph W. Krall

[redacted] [redacted] [redacted]

FORM TA-21-2 REV 3 [redacted] [redacted] [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 13th day of November, 1985, from Joseph W. Krall, a single man, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the Lincoln and Sublette Records of Lincoln and Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202, in so far as it covers the following described land in Lincoln and Sublette County, Wyoming, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

213181

RECORDED 2:45 ST 11 19 86 230 P M
IN BOOK 77 Q x 9 PAGE 265
FEES $ 8.00 Lou Ryke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

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

CREDIT TO	ADDRESS	AMOUNT
Joseph W. Krall, a single man Rural Route Kemmerer, Wyoming 83101	[redacted] Account # 353387 First Wyoming Bank 811 Pine Avenue Kemmerer, Wyoming 83101	$ 166.60

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

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

WITNESS our hands and seals this 13th day of November 19 85

x Joseph W. Krall (SEAL)
Joseph W. Krall, a single man
SS# 520-22-3177 (SEAL)
(SEAL)
(SEAL)

-P-

265

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
COUNTY OF Lincoln } 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 28th day of November, 19 85, personally appeared Joseph W. Krall, a single man

and

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

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

My Commission Expires

Mae Joan Julian
Notary Public.

Mae Joan Julian
Notary Public
State of
Wyoming
County of
Lincoln
Commission Expires:
Oct. 1, 1988

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
ss.
County of _____

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

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

EXHIBIT "A"

Attached to and made a part of that certain Stipualtion of Interest dated the 13th day of November, 1985 by and between Joseph W. Krall, a single man, Lessor, and Springfield Oil Company, Lessee:

SCHEDULE OF LANDS

SUBLETTE COUNTY, WYOMING:

Township 27 North, Range 115 West, 6th P.M.
Resurvey Tracts 41A (40.00), 41B (40.00), 41C (40.00), and 41D (40.00);

AND THE FOLLOWING DESCRIBED TRACTS OF LAND situate in Lot 5 of Section 7, and Resurvey Tract 38 of Sections 7 and 18, being described as follows:

Beginning at the Northeast corner of said Lot 5, thence South 00°3' East, 1320.00 feet; thence West 173.58 feet; thence South 00°31' East, 918.06 feet to the center line of the main road in the valley of La Barge Creek and where said center line intersects the East boundary of Resurvey Tract 38; thence along the said center line North 29°34' West, 117.48 feet, thence North 21°21' West, 838.92 feet; thence North 00°54' East, 710.16 feet; thence North 08°29' West, 620.00 feet, more or less, to a point on the North line of said Lot 5; thence 625 feet, more or less, along the North line of Lot 5 to the point of beginning;
and;

A parcel of land situate within said Resurvey Tract 38 described as follows: Beginning at Corner No. 7 of said Resurvey Tract 38, thence South 00°45' East, 36.23 chains along the eastern boundary of said Resurvey Tract 38 to the point of intersection of the center line of said (La Barge Creek) main road and said easterly boundary, thence Northward meandering along said center line of said road, North 29°14' West, 0.02 chains; thence North 05°44' West, 11.55 chains; thence North 08°47' West, 6.90 chains; thence North 31°09' West, 9.72 chains; thence North 23°39' West, 10.46 chains to a north boundary line of said Resurvey Tract 38; thence East 10.96 chains along said north boundary line to the point of beginning;

Township 27 North, Range 114 West, 6th P.M.
Section 34: S½SE¼, E½SE¼SW¼;

LINCOLN COUNTY, WYOMING:

Township 26 North, Range 114 West 6th P.M.
Section 3: Lots 1 (39.82), 2 (39.94), East half of Lot 3 (40.06), E½SE¼NW¼, E½NE¼SW¼, SW¼NE¼, W½SE¼, S½SW¼, excepting therefrom the two following described parcels of land:

Beginning at the Northeast corner of said Section 3, thence South 89°50' West, 435 feet; thence South 17°30' West, 139 feet; thence South 48°50' West, 100 feet; thence South 11°45' West, 300 feet; thence South 26°15' West, 400 feet; thence South 36°30' West, 645 feet; thence South 88°47' East, 1290 feet; thence North 0°4' East, 1398 feet to the point of beginning, containing 24.75 acres, more or less; and
Beginning at a point 270 feet due south from the Northwest corner of SE¼NE¼ of said Section 3 on the Jones-Twitchell boundary fence, thence South 32°30' West, 530 feet; thence South 45°30' West, 400 feet; thence South 20°45' West, 1938 feet to the county road; thence South 58°0' East, 1538 feet along county road; thence North 0°30' East, 3355 feet to the point of beginning, containing 55.25 acres, more or less.

Section 4: E½SW¼, S½SE¼;
Section 9: NE¼NE¼;
Section 10: N½, E½SW¼;
Section 11: NW¼;
Section 15: NE¼NW¼;

Signed for Identification this 13th day of November, 1985:

X _____

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-5627-B

Lease effective date
May 1, 1967

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

PART I

1. Assignee's Name
HPC, INC.

Address *(include zip code)*
1225 17th Street, Suite 3100
Denver, Colorado 80202

The undersigned, as owner of 100.0 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 28 North, Range 108 West 6th P.M.
Section 9: All

containing 640.00 acres, more or less
Sublette County, Wyoming

*SUBJECT to all overriding royalties and similar burdens on the interest assigned.

213194

RECORDED August 12 1986 8:00 A.M.
IN BOOK 77 D & F PAGE 268
FEES $ 8.00 Lavon J. Hake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinney

3. Specify interest or percent of operating rights being conveyed to assignee	100.00%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	10.39375%*

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 June, 1986, but effective January 1, 1981.

DAVIS OIL COMPANY, a Partnership

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

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

Denver (City) Co (State) 80202-4472 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

D-6156-2/land/JP

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

[redacted] [redacted] [redacted]

[redacted] PART [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 86

HPC, INC.

J.H. Young
(Assignee's Signature)

J.H. Young, Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

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

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

INSTRUCTIONS

1. 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 DENVER)

The foregoing instrument acknowledged before me this 16th day of June, 1986, by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

Joan T. Pittman
Notary Public
1200 Holly - Denver, Colorado 80220

My Commission Expires:
April 8, 1990

JOAN T. PITTMAN NOTARY PUBLIC STATE OF COLORADO

Form 3100-11*
(March 1984)

UNITED [redacted]
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APP[redacted]
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-100297

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: Vincent J. Duncan
   Street: 1777 S. Harrison, Penthouse One
   City, State, Zip Code: Denver, Colorado 80210

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

213234

RECORDED August 25 1986 8:00 A.M.
IN BOOK 77 D & M PAGE 271
FEES $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

T. 28 N., R. 110 W., Sublette County, 6th PM, WY
sec. 33, E½;
34, W½SW¼, SE¼;
35, E½.

Total acres in lease 880.00
Rental retained $ 880.00

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 [signature] ANDREW L. TARSHIS (Signing Officer)
Chief, Leasing Section (Title) JUL 21 1986 (Date)
EFFECTIVE DATE OF LEASE AUG 1 1986

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

FOR LESSEE

Tear Tear Tear

271

272

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 27th day of May, 86

Vincent J. Duncan
(Signature of Lessee or Attorney-in-fact)

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 geologic structure or a favorable petroleum geological province, annual rental shall be $2.00 beginning with the lease year following notice of such determination. However, any acreage which 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). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease 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 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.

Data and information specifically designated as confidential by lessee, submitted under this section shall be kept confidential to the extent permitted by law. Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air and water, 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 not be 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.

Lessee shall comply with applicable air and water quality standards and regulations. Lessee shall avoid causing or contributing to any violations of applicable standards. Lessee shall control air emissions 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. 6. 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 to lessor or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 7. 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. 8. 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 employed the benefit of all laws, 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 practice, 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 a controlling interest in a pipeline or a company operating a pipeline which may be operated to accept oil or gas 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. 9. 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. 10. Delivery of premises. At such time as all or portions of this lease are returned to lessor, lessee shall, without delay, unless otherwise authorized by lessor, plug all wells in the land to be relinquished, as required by applicable regulations or orders, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 11. 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 (30 U.S.C. 1701). However, if this lease includes land known to contain valuable deposits of leased resources, it may be canceled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 12. 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- 100297

1. SURFACE DISTURBANCE STIPULATION

Surface disturbance will be prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) from a historic trail.

e. Construction during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all lease parcels. The intent of this stipulation is to inform interested parties (potential lessees) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the lessee or his designated operator and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development of the lease and become a condition for approval in the Application for Permit to Drill (APD).

Specific threshhold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). These decisions, where possible, should be documented in the land use planning documents.

May 27, 1986
Date

Vincent J. Duncan
Signature

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the District Manager, Bureau of Land Management. Drilling will be permitted only in the event that it is established to the satisfaction of the Manager that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the District Manager, Bureau of Land Management, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the District Manager, Bureau of Land Management, that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well will be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on leases within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the District Manager, Bureau of Land Management, may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

May 27, 1986
Date

Vincent J. Duncan
Signature

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–64243

Lease effective date
August 1, 1978

PART I

1. Assignee's Name

JOHN J. CHRISTMANN

Address *(include zip code)*
Suite 800, 1500 Broadway
Lubbock, Texas 79401

The undersigned, as owner of 30 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

From the surface to the stratigraphic equivalent of 4400' as drilled in the Christmann 1-7 Federal Star Corral

Township 30 North, Range 113 West, 6th P.M.
Section 7: E½SE¼
Section 18: NE¼NE¼

213247
RECORDED August 15 19 86 12:30 PM
IN BOOK 77 Oil PAGE 275
FEES $ 6.00 Lou Jo Zeke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	30%
4. Specify interest or percent of operating rights being retained by assignor	NONE
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.5%

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

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

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

Executed this 19th day of May, 1986

CHRISTMANN ENERGY CORPORATION

(Assignor's Signature)

VICE PRESIDENT

P.O. BOX 238
(Assignor's Address)

PINEDALE, WYOMING 82941
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 AUG 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

JUL 31 1986
(Date)

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

PART II

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

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

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

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

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

Executed this 19th day of May, 1986.

JOHN J. CHRISTMANN

John J. Christmann
(Assignee's Signature)

Suite 800, 1500 Broadway
(Assignee's Address)

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

STATE OF: Wyoming

COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 19th day of May, 1986 by John J. Christmann.

CAROL V. KRICK NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My Commission Expires:
7-30-89

Carol V. Krick
Notary Public

STATE OF: Wyoming

COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 19th day of May, 1986 by Don Christmann as Vice President of Christmann Energy Corporation, on behalf of the corporation.

JEAN M. BUNCE NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My Commission Expires:
7-30-89

Carol V. Krick
Notary Public

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 936 - 844

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-64243

Lease effective date
August 1, 1978

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

PART I

1. Assignee's Name
Flag-Redfern Oil Co. 24%
Vernon T. Delgado 24%
Sherman Norton 8%

Address *(include zip code)* Flag-Redfern Oil Co., P.O.Box 11050, Midland, Texas 79702, Vernon T. Delgado, Box 66, Pinedale, Wyo 82941, Sherman Norton, Lubbock Nat'l Bank Bldg. Ste. 606, Lubbock, Tx 79401

The undersigned, as owner of 80 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

From the surface to the stratigraphic equivalent of 4400' as drilled in the Christmann 1-7 Federal Star Corral.

Township 30 North, Range 113 West, 6th P.M.
Section 7: E½SE¼
Section 18: NE¼NE¼

213249

RECORDED August 15 1986 1230P M
IN BOOK 77 Misc PAGE 277
FEES $12.00 Lou A. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	56%
4. Specify interest or percent of operating rights being retained by assignor	24%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	8.1%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 May , 1986 .

John J. Christmann
(Assignor's Signature)

JOHN J. CHRISTMANN

Suite 800, 1500 Broadway
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1986

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION JUL 31 1986
(Title) For Assignee (Date)

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

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 a l wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).

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

Executed this day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

STATE OF: Wyoming

COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 21st day of May, 1986, by JOHN J. CHRISTMANN

Witness my hand and official seal.

My Commission expires:

Notary Public

foreign agencies, when relevant to 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 830-044

[redacted] PART II [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 3rd day of June, 1986.

Sherman Norton

Sherman Norton
(Assignee's Signature)

Lubbock Nat'l Bank Bldg., Ste. 606
(Assignee'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.

STATE OF: Texas

COUNTY OF: Lubbock

The foregoing instrument was acknowledged before me this 3rd day of June, 1986, by Sherman Norton

Witness my hand and official seal.

My Commission expires:

4-9-88

Pat Farrell
Notary Public

NOTICE

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

AUTHORITY: 30 U.S.C. 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 938-844

279

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 11th day of June, 1986

Flag-Redfern Oil Co.

Glenn S. Brant, President

ATTEST:

Dale Slice, Assistant Secretary

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

Midand, 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.

STATE OF: Texas

COUNTY OF: Midland

The foregoing instrument was acknowledged before me this 11th day of June, 1986 by Glenn S. Brant as President, of Flag-Redfern Oil Company.

My Commission Expires:

7-12-89

Penny Vachal
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]

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 22 day of July , 1986 .

Vernon T. Delgado

Vernon T. Delgado
(Assignee's Signature)

P.O. Box 66
(Assignee's Address)

Pinedale, Wyoming 82941
(City) (State) (Zip Code)

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

STATE OF: Wyoming

COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 22 day of July , 1986, by Vernon Delgado

Witness my hand and official seal.

My Commission expires:

January 2, 1990

Lynn Alexander
Notary Public

NOTICE

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

AUTHORITY: 30 U.S.C. 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

282

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-64243

Lease effective date
August 1, 1978

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

PART I

1. Assignee's Name Flag-Redfern Oil CO. 15%
Vernon T. Delgado 15%
Sherman Norton 5%

Address *(include zip code)* Flag-Redfern Oil Co., P.O. Box 11050, Midland Texas 79702, Vernon T. Delgado, Box 66, Pinedale, Wyo 82941, Sherman Norton, Lubbock Nat'l Bank Bldg.Ste. 606, Lubbock, Tx 79401

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)

Below the stratigraphic equivalent of 4400' as drilled in the Christmann 1-7 Federal Star Corral.

Township 30 North, Range 113 West, 6th P.M.
Section 7: E½SE¼
Section 18: NE¼NE¼

213248

RECORDED: August 15 IN 86 12:30 P M
IN BOOK 77 OG PAGE 282
FEES $ 12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Specify interest or percent of operating rights being conveyed to assignee	35%
4. Specify interest or percent of operating rights being retained by assignor	15%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.5%

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

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

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

Executed this 21st day of May, 19 86.

John J. Christmann — Suite 800, 1500 Broadway
(Assignor's Signature) (Assignor's Address)
JOHN J. CHRISTMANN

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1986

By [signature] ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION — JUL 31 1986
(Title) (Date)

For Assignee

NOTE: [redacted] may be reproduced provided that copies are [redacted] printed on one sheet of both sides of [redacted] official form in accord[redacted]

[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 day of , 19 .

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

STATE OF: Wyoming
COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 21st day of May, 1986, by JOHN J. CHRISTMANN

Witness my hand and official seal.

CAROL F. KRCIL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Commission expires: 10-89

Carol F. Krcil
Notary Public

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

284 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 3rd day of June, 1986.

Sherman Norton

Sherman Norton
(Assignee's Signature)

Lubbock Nat'l Bank Bldg., Ste. 606
(Assignee'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.

STATE OF: Texas

COUNTY OF: Lubbock

The foregoing instrument was acknowledged before me this 3rd day of June, 1986, by Sherman Norton

Witness my hand and official seal.

My Commission expires:

4-9-88

Pat Farrell
Notary Public

NOTICE

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

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

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

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
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The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
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Response to this request is required to obtain a benefit.

GPO 836-844

[redacted] [redacted] [redacted]

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

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

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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 11th day of June , 1986

Flag-Redfern Oil Co.

Glenn S. Brant

Glenn S. Brant, President

ATTEST:

Dale Stice

Dale Stice, Assistant Secretary

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

Midland, Texas 79702
(City) (State) (Zip Code)

1328

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

NOTARY PUBLIC STATE

The foregoing instrument was acknowledged before me this 11th day of June, 1986 by Glenn S. Brant as President, of Flag-Redfern Oil Company.

My Commission Expires:
7-12-89

Penny Vachal
Notary Public
Penny Vachal

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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Response to this request is required to obtain a benefit.

GPO 838-844

285

PART II

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

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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 22 day of July, 1986.

Vernon T. Delgado

Vernon T. Delgado
(Assignee's Signature)

P.O. Box 66
(Assignee's Address)

Pinedale, Wyoming 82941
(City) (State) (Zip Code)

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

STATE OF: Wyoming

COUNTY OF: Sublette

The foregoing instrument was acknowledged before me this 22 day of July, 1986, by Vernon Delgado

Witness my hand and official seal.

My Commission expires:

January 2, 1990

Notary Public

NOTICE

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

AUTHORITY: 30 U.S.C. 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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This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO : 16-844

ASSIGNMENT OF OIL AND GAS LEASE

213269

RECORDED August 18 1986 8:00 AM
IN BOOK 77 Misc PAGE 287
FEES $6.00 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 R.J. Ackerman, P.O. Box 1250, Casper, WY 82602 hereinafter rereferred to as "Assignee", SEE ATTACHED EXHIBIT "A" 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.

IN WITNESS WHEREOF this Instrument is executed on this 22nd day of July, 1986, ~~effective~~

Assignment filed in the lease file without board action. (See Lease)

AUG 8 1986

ATTEST:

CHANDLER & ASSOCIATES, INC.

Diana J. Ley, Assistant Secretary

By: Patti McDonald Chandler
Patti McDonald Chandler, Vice President

STATE OF COLORADO }
COUNTY OF DENVER } ss.

The foregoing instrument was acknowledged before me this 22nd day of July, 1986, by Patti McDonald Chandler, as Vice President of CHANDLER & ASSOCIATES, INC., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires
My Commission expires March 11, 1988

Barbara Wahtel
Notary Public residing at:
1860 Lincoln Street, Sutie 1400
Denver, Colorado 80203

287

SUITE 1400 • LINCOLN TOWER BUILDING • 1860 LINCOLN STREET
DENVER, COLORADO 80203

EXHIBIT 'A'

Sublette COUNTY, WY

OSPECT= 869 N. McDonald Draw

ASE NO.	LEASE NAME	LEASE DATE	EXPIRATION DATE	NET ACRES	GROSS ACRES	LANDOWNER'S ROYALTY	INTEREST ASSIGNED
Y-869-179-00	State of Wyoming 0-20914	8-16-56	HBU		640.00	12.50%	
				Tract I - Township 29 North, Range 112 West Section 16: W½ from the surface to 4,600 feet			2.083%
				Tract II - Section 16: SE¼ from the surface to the base of the Mesa Verde			1.21504%
				Tract III - Section 16: SE¼ from the base of the Mesa Verde to 4,600 feet			.52075%
				Tract IV - Section 16: N½NE¼, SE¼NE¼ from the surface to the base of the Mesa Verde			.60761%
				Tract V - Section 16: N½NE¼, SE¼NE¼ from the base of the Mesa Verde to 4,600 feet			.26038%

Subject to that certain Unit Agreement and Unit Operating Agreement dated November 1, 1980 by and between Belco Petroleum Corporation and Chandler & Associates, Inc. as to those lands which fall within the Isenhour Unit outline. Also subject to those certain Farmout Agreements dated March 26, 1970 by and between Pan American Petroleum Corporation and Chandler & Associates, Inc. and dated February 17, 1971 by and between Amoco Production Company and Chandler & Associates, Inc. Also subject to all agreements, contracts, and legal obligations pertaining to or in any way involving the above described Oil and Gas Lease and the lands covered thereby including, but not limited to the Oil and Gas Lease, all prior assignment(s) thereof, Declaration(s) of Pooling, Pooling or Unitization Agreement(s), Operating Agreement(s), agreements between Chandler & Associates, Inc. and prior owners, Joint Venture Agreement(s), Overriding Royalty Obligation(s), and Division Order Covenants together with any amendments or modifications thereof and in general all prior burdens and legal obligations pertaining to the lease and leasehold interest herein assigned.

ASSIGNMENT OF OIL AND GAS LEASE

213270

RECORDED August 18 — 1986 8:00 AM
IN BOOK 77 O.R. PAGE 289
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 W.A. Sears, Jr., P.O. Box 1369, Casper, WY 82602 hereinafter rereferred to as "Assignee", SEE ATTACHED EXHIBIT "A" 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.

IN WITNESS WHEREOF this Instrument is executed on this 2nd day of July, 1986, ~~effective~~

Assignment filed in the lease file without board action. (See Lease)
AUG 1986

CHANDLER & ASSOCIATES, INC.

By Patti McDonald Chandler
Patti McDonald Chandler, Vice President

ATTEST:
Diana J. Ley
Diana J. Ley, Assistant Secretary

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this 2nd day of July, 1986, by Patti McDonald Chandler, as Vice President of CHANDLER & ASSOCIATES, INC., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires:
My Commission expires March 11, 1988

Barbara Wachtel
Notary Public residing at:
1860 Lincoln Street, Suite 1400
Denver, Colorado 80203

284

SUITE 1400 • LINCOLN TOWER BUILDING • 1860 LINCOLN STREET
DENVER, COLORADO 80203

EXHIBIT 'A'

OSPECT= 869 N. McDonald Draw — Sublette COUNTY, WY

ASE NO.	LEASE NAME	LEASE DATE	EXPIRATION DATE	NET ACRES	GROSS ACRES	LANDOWNER'S ROYALTY	INTEREST ASSIGNED
-869-179-00	State of Wyoming 0-20914	8-16-56	HBU		640.00	12.50%	
				Tract I - Township 29 North, Range 112 West Section 16: W½ from the surface to 4,600 feet			2.083%
				Tract II - Section 16: SE¼ from the surface to the base of the Mesa Verde			1.21504%
				Tract III - Section 16: SE¼ from the base of the Mesa Verde to 4,600 feet			.52075%
				Tract IV - Section 16: N½NE¼, SE¼NE¼ from the surface to the base of the Mesa Verde			.60761%
				Tract V - Section 16: N½NE¼, SE¼NE¼ from the base of the Mesa Verde to 4,600 feet			.26038%

Subject to that certain Unit Agreement and Unit Operating Agreement dated November 1, 1980 by and between Belco Petroleum Corporation and Chandler & Associates, Inc. as to those lands which fall within the Isenhour Unit outline. Also subject to those certain Farmout Agreements dated March 26, 1970 by and between Pan American Petroleum Corporation and Chandler & Associates, Inc. and dated February 17, 1971 by and between Amoco Production Company and Chandler & Associates, Inc. Also subject to all agreements, contracts, and legal obligations pertaining to or in any way involving the above described Oil and Gas Lease and the lands covered thereby including, but not limited to the Oil and Gas Lease, all prior assignment(s) thereof, Declaration(s) of Pooling, Pooling or Unitization Agreement(s), Operating Agreement(s), agreements between Chandler & Associates, Inc. and prior owners, Joint Venture Agreement(s), Overriding Royalty Obligation(s), and Division Order Covenants together with any amendments or modifications thereof and in general all prior burdens and legal obligations pertaining to the lease and leasehold interest herein assigned.

ASSIGNMENT OF OIL AND GAS LEASE

213271

RECORDED August 18 1986 8:20 A.M.
BOOK 77 Oil PAGE 291
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLaine

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 J.J. Sullivan, P.O. Box 1398, Casper, WY 82602 hereinafter rereferred to as "Assignee", SEE ATTACHED EXHIBIT "A" 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.

IN WITNESS WHEREOF this Instrument is executed on this 22nd day of July, 1986, ~~effective~~

Assignment filed in the lease file without board action. (See Lease)
AUG 8 1986

ATTEST:

CHANDLER & ASSOCIATES, INC.

Diana J. Ley, Assistant Secretary

By: Patti McDonald Chandler
Patti McDonald Chandler, Vice President

STATE OF COLORADO }
COUNTY OF DENVER } ss.

The foregoing instrument was acknowledged before me this 22nd day of July, 1986, by Patti McDonald Chandler, as Vice President of CHANDLER & ASSOCIATES, INC., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires:

My Commission expires March 11, 1988

Barbara Walthall
Notary Public residing at:
1860 Lincoln Street, Sutie 1400
Denver, Colorado 80203

291

SUITE 1400 • LINCOLN TOWER BUILDING • 1660 LINCOLN STREET
DENVER, COLORADO 80203

EXHIBIT 'A'

SPECT= 869 N. McDonald Draw — Sublette COUNTY, WY

SE NO.	LEASE NAME	LEASE DATE	EXPIRATION DATE	NET ACRES	GROSS ACRES	LANDOWNER'S ROYALTY
-869-179-00	State of Wyoming 0-20914	8-16-56	HBU		640.00	12.50%

Tract I -Township 29 North, Range 112 West
Section 16: W½
from the surface to 4,600 feet

Tract II -Section 16: SE¼
from the surface to the base of the Mesa Verde

Tract III - Section 16: SE¼
from the base of the Mesa Verde to 4,600 feet

Tract IV - Section 16: N½NE¼, SE¼NE¼
from the surface to the base of the Mesa Verde

Tract V - Section 16: N½NE¼, SE¼NE¼
from the base of the Mesa Verde to 4,600 feet

292

Subject to that certain Unit Agreement and Unit Operating Agreement dated November 1, 1980 by and between Belco Petroleum Corporat and Chandler & Associates, Inc. as to those lands which fall within the Isenhour Unit outline. Also subject to those certain Farmout Agreements dated March 26, 1970 by and between Pan American Petroleum Corporation and Chandler & Associates, Inc. and dated February 17, 1971 by and between Amoco Production Company and Chandler & Associates, Inc. Also subject to all agreements, contracts, and legal obligations pertaining to or in any way involving the above described Oil and Gas Lease and the lands covered thereby including, but not limited to the Oil and Gas Lease, all prior assignment(s) thereof, Declaration(s) of Pooling, Pooling or Unitization Agreement(s), Operating Agreement(s), agreements between Chandler & Associates, Inc. and prior owners, Joint Venture Agreement(s), Overriding Royalty Obligation(s), and Division Order Covenants together with any amendments or modifications thereof and in general all prior burdens and legal obligations pertaining to the lease and leasehold interest herein assigned.

[redacted] [redacted] [redacted]

BUREAU OF LAN[redacted]EMENT

WYOMING STATE OFFICE

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the ..... day of August....., A.D., 19 86 by and between WILLIAM R. CORSER, of 2015 N. Louise, Santa Ana, CA 92706 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND ....., hereinafter called of 139 West 2nd Street, Casper, WY 82601 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 him 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-half of one percent ..... percent (½ 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 Patricia Halagan and W. R. Corser ....., as lessee, under date of February 1, 1977 ....., bearing Wyoming Serial No. 57546 ..... on the following described lands situated in Sublette County, State of Wyoming ....., to-wit:

Township 28 North, Range 115 West, 6th P.M.

Sec. 26: All;

containing 640.00 acres, more or less.

213272

RECORDED August 15 1986 8:00 AM
IN BOOK 77 Misc PAGE 293
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mc Lucas

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, ... heirs, personal representatives and assigns, forever, effective September 1, 1986.

WITNESS our hands and seal this 11th day of August, 19 86.

William R. Corser
William R. Corser

STATE OF California
COUNTY OF Orange } SS.

On this 11th day of August, A.D., 1986, before me personally appeared William R. Corser 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 official seal the day and year last above written.

My commission expires: 12-18-87

Lorraine C Sidlin
Notary Public

OFFICIAL SEAL
LORRAINE C. SIDLIN
Notary Public–California
ORANGE COUNTY
My Comm. Exp. Dec. 18, 1987

WY 3100-107 (Mar. 1982)

293

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 ..... day of August....., A.D., 19 86 by and between WILLIAM R. CORSER, of 2015 N. Louise, Santa Ana, CA 92706 hereinafter called Assignor and WOLD UNIVERSITY ENDOWMENT FUND ..... of 139 West 2nd Street, Casper, WY 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 him 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 and one-fourth---------- percent (1-1/4---%) 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 Patricia Halagan and W. R. Corser ....., as lessee, under date of February 1, 1977 ..., bearing Wyoming Serial No. 99752 (formerly W-57546) on the following described lands situated in Sublette County, State of Wyoming ....., to-wit:

Township 28 North, Range 115 West, 6th P.M.
Sec. 27: NE¼;

containing 160.00 acres, more or less.

213273

RECORDED August 18 1986 8:20 AM
IN BOOK 77 Deeds PAGE 294
FEES $4.00 Lou J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its heirs, personal representatives and assigns, forever, effective September 1, 1986.

WITNESS ..... hand and seal this 11th day of August ....., 1986.

William R. Corser
WILLIAM R. CORSER

STATE OF California
COUNTY OF Orange } SS.

On this 11th day of August, A.D., 1986, before me personally appeared WILLIAM R. CORSER 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 official seal the day and year last above written.

My commission expires: 12-18-87

Lorraine C Sidlin
Notary Public

OFFICIAL SEAL
LORRAINE C. SIDLIN
Notary Public-California
ORANGE COUNTY
My Comm. Exp. Dec. 18, 1987

WY 3100-107 (Mar. 1982)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

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 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, subject to the following provisions, hereby convey, transfer, assign, and set over unto Adobe Resources Corporation Western United Life Building, Suite 1100, Midland, Texas 79701 (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operations, of an undivided 75% of 30% of 3.25% being a net .73125% of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed under the terms of that certain oil and gas lease, or any extensions or renewals thereof, as set forth in Exhibit "A" attached hereto and made a part hereof.

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

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

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 lands described in Exhibit "A" or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefiting said lands.

C. 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:

(a) The original Oil and Gas Lease;

(b) All prior Assignments therof.

213328

RECORDED August 21 19 86 8:30 AM
IN BOOK 77 D & P PAGE 295
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

153

D. If Assignor's interest in the oil and gas lease 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 overriding royalty interest shall be proportionately reduced.

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

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest this 15th day of July, 1986.

ATTEST:

CHANDLER & ASSOCIATES, INC.

Diana J. Ley, Assistant Secretary

Patti McDonald Chandler, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of July 1986 by Patti McDonald Chandler, Vice President of Chandler & Associates, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

Barbara Wachtel
Notary Public

My Commission Expires:

My Commission expires March 11, 1988

CHANDLER & ASSOCIATES, INC.

1401 DENVER CLUB BUILDING • DENVER, COLORADO 80202

EXHIBIT "A"

County: Sublette

LEASE NUMBER	LESSOR	LESSEE	DESCRIPTION	BOOK	PAGE	EFFECTIVE DATE
WY-852-287-00-00 W-039913	W-039913	PAUL B. LORENZ	Township 28 North, Range 112 West Section 33: NWSE	22	419	11-1-56

This overriding royalty interest is convertible after payout of the #2-33 Tartar Island Unit well to a 50% working interest. This assignment of overriding royalty interest covers the above described lands insofar and only insofar as the Stray Sand of the Almy Formation of Tartar's Island Unit as approved by the United States Geological Survey, effective as of January 27, 1976.

L.B.C.

ADOBE RESOURCES CORPORATION
1100 Western United Life Bldg.
Midland, Texas 79701

298

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-06008

Lease effective date
6-01-1951

PART I

1. Assignee's Name

CELERON OIL AND GAS COMPANY

L-0202-0002

Address (include zip code)

5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

The undersigned, as owner of 18.75% 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)

T32N-R114W, 6th P.M.
Sec. 20: S½SE¼

Containing 80.00 acres, more or less
Sublette County, Wyoming

Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Lease subject to Chandler-Simpson et al and Northwest Pipeline gas contract #01242 dated November 21, 1966.

213330

RECORDED August 21 1986 8:30 A.M.
IN BOOK 77 Misc PAGE 298
FEES $6.00 Lou D. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	18.75%
4. Specify interest or percent of operating rights being retained by assignor	0
5. Specify overriding royalty interest being reserved by assignor	1.171875%
6. Specify overriding royalty previously reserved or conveyed, if any	1.5%

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 19th day of March, 19 86.

Chandler & Associates, Inc.

Patrick McDonald Chandler

(Assignor's Signature)

Patrick McDonald Chandler, Vice President

ATTEST:

Diana J. Ley, Assistant Secretary

1860 Lincoln Street, Suite #1400

(Assignor's Address)

Denver, Colorado 80203

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 1986

By Patricia J. Nantes
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, [illegible]

(Title)

JUN 16 1986

For Assignee

(Date)

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

[redacted] PART II [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.

CELERON OIL AND GAS COMPANY
Executed this 9th day of June, 19 86.

William H. Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of June, 1986 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.

Diana Wood
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:
March 27, 1989

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

I, Barbara Wachtel, a Notary Public in and for said County and State, do hereby certify that Patti McDonald Chandler, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Chandler & Associates, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 21 day of July, 1986.

My Commission Expires: March 11, 1988

Barbara Wachtel
Notary Public in and for said County and State,
residing at 1860 Lincoln St., #1400
Denver, CO 80203

X79

300

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-06008

Lease effective date
6-01-1951

PART I

1. Assignee's Name
CELERON OIL AND GAS COMPANY

L-0202-0002

Address (include zip code)
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

The undersigned, as owner of 37.5% 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)

T32N-R114W, 6th P.M.
Sec. 20: S½SE¼

Containing 80.00 acres, more or less
Sublette County, Wyoming

Limited in depth form the surface of the earth to 100 feet below the stratigraphic equivalent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 144 West, 6th P.M. Sublette County, Wyoming

Lease subject to Chandler-Simpson et al and Northwest Pipeline gas contract #01242 dated November 21, 1966.

213331

RECORDED August 21, 1986 8:30 AM
IN BOOK 77 Oil & Gas PAGE 300
FEES $6.00 Lou J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	37.5%
4. Specify interest or percent of operating rights being retained by assignor	0
5. Specify overriding royalty interest being reserved by assignor	2.34375%
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 19th day of March, 19 86.

CHANDLER-SIMPSON, INC.

(Assignor's Signature)
Sam T. Alcorn, Vice President

ATTEST:
Patti McDonald Chandler, Secretary

1860 Lincoln Street, Suite #1400
(Assignor's Address)
Denver, Colorado 80203
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 1986

By Patricia J. Watters
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

for CHIEF, [illegible] SECTION
(Title)

JUN 18 1986
(Date)

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

For Assignee

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.

CELERON OIL AND GAS COMPANY
Executed this 9th day of June , 19 86 .

William H Galac
(Assignee's Signature)
William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of June, 19 86 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
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:
March 27, 1989

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

I, Barbara Wachtel, a Notary Public in and for said County and State, do hereby certify that Sam L. Alcorn, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Chandler & Simpson, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 21 day of July, 19 86.

Barbara Wachtel
Notary Public in and for said County and State,
residing at 1860 Lincoln St., #1400
Denver, CO 80203

My Commission Expires: March 11, 1988

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RELEASE

OF

OVERRIDING ROYALTY AND NET PROFITS INTEREST

Pacific Transmission Supply Company with offices at 160 Spear Street, San Francisco, California 94105-1570 does hereby release all of its overriding royalty interest and contingent interest in net profits reserved in an Assignment Affecting Record Title dated October 10, 1980 from Pacific Transmission Supply Company to Natural Gas Corporation of California, insofar and only insofar as said interests cover the lease and lands described herein, to-wit:

Date of Lease:	August 1, 1969
Serial Number:	W-19960
Lessor:	U.S.A.
Lessee:	John G. Waddell
Description:	Township 33 North, Range 114 West, 6th PM Section 32: E/2 containing 320.00 acres, more or less, Sublette County, Wyoming.

Signed and executed this 15th day of July, 1986.

PACIFIC TRANSMISSION SUPPLY COMPANY

By: H. G. Culp
H. G. Culp, Vice-President

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 29th day of July, 1986, before me, JULIA AVRAMIDES, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Vice-President of PACIFIC TRANSMISSION SUPPLY COMPANY and acknowledged to me that he subscribed the name of said company thereto as principal, and his own name as Vice-President and acknowledged to me that such company executed the same.

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

OFFICIAL SEAL
JULIA AVRAMIDES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Aug. 4, 1989

Julia Avramides
Notary Public in and for said
City, County and State.

213342

RECORDED August 22 1986 1:30 PM
IN BOOK 177 Rec'd PAGE 302
FEES $4.00 Karen J. Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

Form 88—(Produ[redacted]
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GA[redacted] LEASE

THIS AGREEMENT, Entered into this the 30th day of June, 19 86

between Howard Angus, widower
614 C
Lawton, OK 73501
hereinafter called lessor,

and BWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

Township 31 North, Range 113 West, 6th PM
Section 26: NE¼NE¼
35: NE¼SE¼
36: W½

and containing 400.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eight (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 30th day of June, 19 87, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the Security Bank at Lawton, OK, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred and No/100-- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.
If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

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

Witness:

Howard Angus

Howard Angus, widower

SS# 443-46-7298

213401

RECORDED August 22 1986 8:30 AM
IN BOOK 77 Deed PAGE 303
FEES 6.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

303

Printed by P&M Printing (303) 893-1681

STATE OF OKLAHOMA
COUNTY OF COMANCHE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of July, 19 86, personally appeared Howard Angus, widower

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 a 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 21, 1990

Notary Public.

Address: Route #1, Lawton, OK 73501

STATE OF
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

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.

Address:

My Commission expires

No.

FROM

TO

Dated , 19

No. Acres

County,

This instrument was filed for record on the

day of 19 , at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy.

When recorded return to

BWAB INCORPORATED
1099 City Center 4
1801 California Street
Denver, Colorado 80202

[redacted] E. Bird Canyon [redacted] 2

m 3106 - 5
tober 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-68117

Lease effective date
July 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name
JEFFERY J. TEMPAS

Address (include zip code)
2 Glenridge Drive
Littleton, Colorado 80123

e undersigned, as owner of 1.625* percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns the assignee shown above, the record title interest in and to such lease as specified below.

Describe the lands affected by this assignment	Assignment approved as to lands described below
Insofar and only insofar as said lease covers the following described lands: Township 27 North Range 111 West, 6th P.M. Section 20: NW/4SW/4, S/2SW/4 Sublette County, Wyoming Containing 120.00 acres, more or less *See Exhibit "A" attached hereto	213441

RECORDED August 29 1986 2:02 M
IN BOOK 71 Misc PAGE 305
FEES $15.00 Laura J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McShane

Specify interest or percent of assignor's record title interest being conveyed to assignee (65% of 1.625%)	1.05625%
Specify interest or percent of record title interest being retained by assignor, if any (35% of 1.625%)	* .56875%
Specify overriding royalty being reserved by assignor	* NONE
Specify overriding royalty previously reserved or conveyed, if any	7.00%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 as of the date shown on the attached signature page but made effective for all purposes as of the date of first production from the Federal 30-20 located in T27N-R111W-Section 20: SW/4, Sublette County, Wyoming

SEE ATTACHED SIGNATURE PAGE

(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)

NOTE: *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 27th day of August, 1986

JEFFERY J. TEMPAS
(Assignee's Signature)

2 Glenridge Drive
(Assignee's Address)

Littleton, Colorado 80123
(City) (State) (Zip Code)

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

SIGNATURE PAGE

Attached to and made a part of that certain Assignment Affecting Record Title to Oil & Gas Lease Serial No. W-68117 between Solly Robins, et. al., as Assignor and Jeffery J. Tempas, as Assignee,

Solly Robins
Date 7/28/86

V. Kathleen Robins
Date 7/28/86

Harding A. Orren
Date 7/16/86

Elliot S. Kaplan
Date 7-28

Bernard Rosenberg
Date 8/4/86

Dale I. Larson
Date 7-28-86

Lawrence Zelle
Date 7-21-86

STATE OF Minnesota)
) ss
COUNTY OF Ramsey)

Before me, the undersigned, a notary public in and for said county and state on this 28th day of July, 19 86, personally appeared Solly Robins 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires PAMELA A KEENAN NOTARY PUBLIC—MINNESOTA WASHINGTON COUNTY My Commission Expires Oct. 23, 1991

Pamela A. Keenan
Notary Public
Residing at No. St. Paul, Mn

STATE OF Minnesota)
) ss
COUNTY OF Ramsey)

Before me, the undersigned, a notary public in and for said county and state on this 28th day of July, 19 86, personally appeared V. Kathleen Robins 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires PAMELA A. KEENAN NOTARY PUBLIC—MINNESOTA WASHINGTON COUNTY My Commission Expires Oct. 23, 1991

Pamela A. Keenan
Notary Public
Residing at No. St. Paul, Mn.

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 16th day of July, 19 86, personally appeared Harding A. Orren 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires MARGO TADDEI NOTARY PUBLIC—MINNESOTA HENNEPIN COUNTY My Commission Expires Apr. 17, 1987

Margo Taddei
Notary Public
Residing at Mpls, Mn

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 28th day of July, 19 86, personally appeared Elliot S. Kaplan 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires BETTY GOODALE NOTARY PUBLIC — MINNESOTA RAMSEY COUNTY My Commission Expires Feb. 15, 1988

Betty Goodale
Notary Public
Residing at Saint Paul Minnesota

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 4th day of August, 19 86, personally appeared Bernard Rosenberg 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 6-29-87

Kathleen C. Stefano
Notary Public
Residing at Minneapolis MN

KATHLEEN C. STEFANO
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 29, 1987

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 25th day of July, 19 86, personally appeared Dale I. Larson 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 12/7/90

Mary Anne Lamere
Notary Public
Residing at St Paul MN

MARY ANNE LAMERE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Dec. 7, 1990

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 21st day of July, 19 86, personally appeared Lawrence Zelle 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 4-6-90

Barbara F. Gurney
Notary Public
Residing at Minneapolis, Mn

EXHIBIT "A"

Attached to and made a part of that certain Assignment Affecting Record Title to Oil & Gas Lease Serial No. W-68117 between Solly Robins, et. al., as Assignor and Jeffery J. Tempas, as Assignee,

	Assignor's Current Interest	Assignor's Retained Interest
Solly Robins 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.5852%	.20482%
V. Kathleen Robins 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.1950%	.06825%
Harding A. Orren 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.0975%	.034125%
Bernard Rosenberg 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.0975%	.034125%
Elliot S. Kaplan 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.2166%	.07581%
Dale I. Larson 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.2166%	.07581%
Lawrence Zelle 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.2166%	.07581%
Total	1.62500%	.56875%

Assignee is the current owner of a working interest share of this Oil & Gas Lease and it is understood that the conditions of this Assignment as stated below shall in no way affect such interest.

It is understood that this Assignment is in all respects made subject to the terms and conditions contained in that certain Farmout Agreement dated May 9, 1985 ("Farmout Agreement") between Assignor and Assignee and any amendments thereto which includes, but is not limited to, the following:

1. Assignor shall relinquish to Assignee its share of production from the Federal 30-20 well located in T27N-R111W-Section 20: SW/4 Sublette County, Wyoming ("subject well") which is attributable to the working interest being retained by Assignor hereunder until such time as "payout" occurs as defined in the Farmout Agreement.

2. Assignee shall pay Assignor an overriding royalty out of its share of its working interest share of production from subject well in an amount equal to the difference between existing lease burdens (royalty, overriding royalties, production payments, etc.) and 22% (78% working net revenue interest) until such time as "payout" occurs as defined in the Farmout Agreement. This overriding royalty share of production shall be reduced by the working interest owned by Assignor as of the date of this Assignment (1.625%) and shall be owned by Assignor in the proportion each interest bears to the total interest of Assignor.

3. Effective on the first day of the month following "payout" the Assignor and Assignee shall each receive their respective working interest share of production from subject well as retained and received respectively hereunder.

[redacted] [redacted] [redacted]

[redacted] E. Bird Canyo[redacted]-2

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-59776

Lease effective date
September 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name
JEFFERY J. TEMPAS

Address (include zip code)
2 Glenridge Drive
Littleton, Colorado 80123

The undersigned, as owner of 1.625* 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
Insofar and only insofar as said lease covers the following described lands: Township 27 North, Range 111 West 6th P.M. Section 20: NE/4SW/4 Sublette County, Wyoming Containing 40.00 acres, more or less *See Exhibit "A" attached hereto	213442 RECORDED August 29 19 86 9:00 AM IN BOOK 77 OEG PAGE 311 FEES $15.50 [illegible] COUNTY CLERK SUBLETTE COUNTY PINEDALE, WYOMING by Dorothy McClure

Specify interest or percent of assignor's record title interest being conveyed to assignee (65% of 1.625%)	1.05625%
Specify interest or percent of record title interest being retained by assignor, if any (35% of 1.625%)	* .56875%
Specify overriding royalty being reserved by assignor	* NONE
Specify overriding royalty previously reserved or conveyed, if any	7.00%

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

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

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

Executed as of the date shown on the attached signature page but made effective for all purposes as of the date of first production from the Federal 30-20 located in T27N-R111W-Section 20:SW/4, Sublette County, Wyoming.

SEE ATTACHED SIGNATURE PAGE
(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)

NOTE: *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 27th day of August, 1986

JEFFERY L. TEMPAS
(Assignee's Signature)

2 Glenridge Drive
(Assignee's Address)

Littleton, Coloraco 80123
(City) (State) (Zip Code)

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

[redacted] [redacted] [redacted] PO 431 - 824

STATE OF Minnesota)
) ss
COUNTY OF Ramsey)

Before me, the undersigned, a notary public in and for said county and state on this 28th day of July, 1986, personally appeared Solly Robins 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____

NOTARY PUBLIC — MINNESOTA
WASHINGTON COUNTY
My Commission Expires Oct. 23, 1991

Pamela A. Keenan
Notary Public
Residing at No. St. Paul, Mn

STATE OF Minnesota)
) ss
COUNTY OF Ramsey)

Before me, the undersigned, a notary public in and for said county and state on this 28th day of July, 1986, personally appeared V. Kathleen Robins 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____

PAMELA A. KEENAN
NOTARY PUBLIC — MINNESOTA
WASHINGTON COUNTY
My Commission Expires Oct. 23, 1991

Pamela A. Keenan
Notary Public
Residing at No. St. Paul, Mn

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 16th day of July, 1986, personally appeared Harding A. Orren 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____

MARGO TADDEI
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 17, 1987

Margo Taddei
Notary Public
Residing at Mpls. Minn.

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 28th day of July, 1986, personally appeared Elliot S. Kaplan 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____

BETTY GOODALE
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
My Commission Expires Feb 16, 1988

Betty Goodale
Notary Public
Residing at Saint Paul Minnesota

SIGNATURE PAGE

Attached to and made a part of that certain Assignment Affecting Record Title to Oil & Gas Lease Serial No. W-59776 between Solly Robins, et. al., as Assignor and Jeffery J. Tempas, as Assignee,

Solly Robins
Date 7/28/86

V. Kathleen Robins
Date 7/28/86

Harding A. Orren
Date 7/16/86

Elliot S. Kaplan
Date 7-28-86

Bernard Rosenberg
Date 8/4/86

Dale I. Larson
Date 7/23/86

Lawrence Zelle
Date 7-21-86

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 4th day of August, 19 86, personally appeared Bernard Rosenberg 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 6-29-87

Kathleen C. Stefano
Notary Public
Residing at Edina, Minn

KATHLEEN C. STEFANO
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 29, 1987

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 25th day of July, 19 86, personally appeared Dale I. Larson 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 12/7/90

Mary Anne Lamere
Notary Public
Residing at St. Paul, Minn.

MARY ANNE LAMERE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Dec. 7, 1990

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 21st day of July, 19 86, personally appeared Lawrence Zelle 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 4-6-90

Barbara F. Garvey
Notary Public
Residing at Minneapolis, Minn

BARBARA F. GARVEY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 6, 1990

EXHIBIT "A"

Attached to and made a part of that certain Assignment Affecting Record Title to Oil & Gas Lease Serial No. W-59776 between Solly Robins, et. al., as Assignor and Jeffery J. Tempás, as Assignee,

	Assignor's Current Interest	Assignor's Retained Interest
Solly Robins 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.5852%	.20482%
V. Kathleen Robins 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.1950%	.06825%
Harding A. Orren 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.0975%	.034125%
Bernard Rosenberg 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.0975%	.034125%
Elliot S. Kaplan 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.2166%	.07581%
Dale I. Larson 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.2166%	.07581%
Lawrence Zelle 1800 International Centre 900 Second Avenue South Minneapolis, Minnesota 55402	.2166%	.07581%
Total	1.62500%	.56875%

Assignee is the current owner of a working interest share of this Oil & Gas Lease and it is understood that the conditions of this Assignment as stated below shall in no way affect such interest.

It is understood that this Assignment is in all respects made subject to the terms and conditions contained in that certain Farmout Agreement dated May 9, 1985 ("Farmout Agreement") between Assignor and Assignee and any amendments thereto which includes, but is not limited to, the following:

1. Assignor shall relinquish to Assignee its share of production from the Federal 30-20 well located in T27N-R111W-Section 20: SW/4 Sublette County, Wyoming ("subject well") which is attributable to the working interest being retained by Assignor hereunder until such time as "payout" occurs as defined in the Farmout Agreement.

2. Assignee shall pay Assignor an overriding royalty out of its share of its working interest share of production from subject well in an amount equal to the difference between existing lease burdens (royalty, overriding royalties, production payments, etc.) and 22% (78% working net revenue interest) until such time as "payout" occurs as defined in the Farmout Agreement. This overriding royalty share of production shall be reduced by the working interest owned by Assignor as of the date of this Assignment (1.625%) and shall be owned by Assignor in the proportion each interest bears to the total interest of Assignor.

3. Effective on the first day of the month following "payout" the Assignor and Assignee shall each receive their respective working interest share of production from subject well as retained and received respectively hereunder.

[redacted] [redacted] [redacted]

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 4th day of August, 19 86, personally appeared Bernard Rosenberg 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 6-29-87

Kathleen C. Stefano
Notary Public
Residing at Minneapolis, MN

KATHLEEN C. STEFANO
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 29, 1987

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 25th day of July, 19 86, personally appeared Dale I. Larson 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 12/7/90

Mary Anne Lamere
Notary Public
Residing at St. Paul, Minn.

MARY ANNE LAMERE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Dec. 7, 1990

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said county and state on this 21st day of July, 19 86, personally appeared Lawrence Zelle 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/she duly executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 4-6-90

Barbara F. Garvey
Notary Public
Residing at Minneapolis, Minn

BARBARA F GARVEY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Apr. 6, 1990

317

213488

AFFIDAVIT OF LEASE EXTENSION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

RECORDED September 2 19 86 1:30 P M
IN BOOK 77 Over PAGE 317
FEES $6.00 Laura F Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Jed W. Lemmons, of lawful age, being first duly sworn, deposes and says:

That his address is:

1801 California Street
Suite 1000
Denver, Colorado 80202, and

That he is an employee of BWAB Incorporated, a Colorado corporation and that he had personal knowledge of the facts herein set forth.

That BWAB Incorporated is the owner of an interest in oil and gas leases covering lands located in Sublette County, Wyoming, which oil and gas leases are described as follows:

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 311 from George A. Moffat and Elaine Moffat to Belco Petroleum Corporation

and

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 313 from John A. Moffat and Charlotte F. Moffat to Belco Petroleum Corporation

and

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 315 from Laura F. Ricord to Belco Petroleum Corporation

and

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 309 from Dora Moffat, Executrix of the William Moffat Estate to Belco Petroleum Corporation

and

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 307 from Frank R. Moffat and Myrtle M. Moffat to Belco Petroleum Corporation

and

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 322 from Alice R. Bowman to Belco Petroleum Corporation

and

Oil and Gas Lease dated September 14, 1981, recorded in Book 63, Page 317 from Joe F. Sage to Belco Petroleum Corporation all covering the following described lands for a five year term:

Township 31 North, Range 113 West
Section 26: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 27: SE¼NE¼, NE¼SE¼
Section 35: NW¼, W½NE¼, SE¼NE¼, NE¼SW¼, NW¼SE¼

That the said leases provide as follows regarding their primary term and extension thereof:

"TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five

years from this date (called 'primary term') and as long thereafter as oil or gas or casinghead gas or either of any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom."

That on or about August 29, 1986, within the primary term of said leases, drilling operations or operations in preparation for drilling were commenced upon said leases and lands, at a location in the NW¼NW¼ of Section 35, Township 31 North, Range 113 West by Nova Petroleum Corporation as operator. Said operations consisted of moving or preparing to move a drilling rig onto the aforesaid drillsite and drilling or preparing to drill a well for production of oil and gas.

That by virtue of said operations, a well was commenced pursuant to the terms of the aforementioned leases and the primary term of said leases was thereby extended until said well is completed and for so long thereafter as oil or gas or either of them is produced from said land, or for so long thereafter as said primary term is extended pursuant to any other provision of said oil and gas leases.

Further affiant sayeth not.

Jed W. Lemmons

Jed W. Lemmons WGH

Subscribed in my presence and sworn to before me this 29th day of August, 1986.

My commission expires 8/23/90

Linda Reed - Notary Public
Address: 1801 California Street
Suite 1000
Denver, Colorado 80202

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Silverado Royalty whose address is P. O. Box 3004, Littleton, Colorado 80121 (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 Dean Mohr, whose address is 9462 W. Kentucky Place, Lakewood, Colorado 80226, and Gerald Hagerman, whose address is 3638 E. Geddes Avenue, Littleton, Colorado 80122 (hereinafter collectively referred to as Assignee an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of One Percent of Eight-Eights (1% of 8/8ths) being Four Tenths of One Percent (0.4% of 8/8ths) to Dean Mohr and Six Tenths of One Percent (0.6% of 8/8ths) to Gerald Hagerman, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the lands and under the terms of those certain oil and gas leases described in the Schedule of Leases attached hereto as Exhibit "A" and by this reference made a part hereof.

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 leases.

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 the Working Interest as shown on Exhibit "A" in the therein described oil and gas leases is less than the entire Working Interest, or if said oil and gas leases cover less than the entire fee mineral title, then the overriding royalty interests conveyed herein shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 1st day of May, 1986.

SILVERADO ROYALTY

BY: Francis W. McWilliams

Francis W. McWilliams, Sole Owner

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 1986, by Francis W. McWilliams, Sole Owner.

Witness my hand and official seal.

My Commission Expires: 11-14-88

NOTARY PUBLIC STATE OF COLORADO

Karen Blaha

Notary Public - Karen Blaha
1700 Broadway, Suite 707
Denver, Colorado 80290

RECORDED May 5 1986 9:45 AM
IN BOOK 319 PAGE 319
FEES 13.50
SUBLETTE COUNTY CLERK

213544

PRINT / SELECT OPTION # 1 / 12
COMPANY 001 AMERICAN QUASAR PET. CO NM
ALL BLOCKS BLOCK NUMBER SEQUENCE
BLOCK NUMBER WY047 RILEY RIDGE WY047
DISTRICT NUMBER 003 DENVER

LEASE NUMBER	LESSOR	BLOCK	LESSEE	STATE/COUNTY	LSE DTE EXPIRE DTE RECORDED	GROSS ACRES	NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0470014	USA W-56739		JUDY P CLIFTON		12/01/76 12/01/1986					
TRACT 01		RILEY RIDGE WY047		WY SUBLETTE	BK 58 PG 466					
TRACT-STATUS: RN OPERATOR-STATUS: P										
						961.680	961.680		.12500000	.06250000
					DEPTH A	CO-NET	334.224	.34754200		
DESCRIPTION	T30N R114W, 6TH-PM									
	SEC 31: LOTS 1 THRU 4, W2E2									
	SEC 32: ALL									
WY0470015	ST OF WY 82-0032		RALPH A DESIMONE		12/14/81 01/02/1987					
TRACT 01		RILEY RIDGE WY047		WY SUBLETTE						
TRACT-STATUS: UR OPERATOR-STATUS: W										
						320.000	320.000		.12500000	.05000000
					DEPTH A	CO-NET	106.667	.33333340		
DESCRIPTION	T31N R114W, 6TH-PM									
	SEC 36: W2									
WY0470018	USA W-74330		NANCY S HANAGAN		03/01/82 03/01/1992					
TRACT 01		RILEY RIDGE WY047		WY SUBLETTE	N/A					
TRACT-STATUS: RN OPERATOR-STATUS: P										
						323.950	323.950		.12500000	.06250000
					DEPTH A	CO-NET	107.983	.33333333		
DESCRIPTION	T30N R115W, 6TH-PM									
	SEC 3: LOTS 3, 4, S2NW, SW									
WY0470020/A	JORDAN, JENNIE B ET AL		AOPNM		04/16/82 04/16/1987					
TRACT 01		RILEY RIDGE WY047		WY SUBLETTE						
TRACT-STATUS: RN OPERATOR-STATUS: W										
						480.000	320.000		.16666700	.00000000
					DEPTH A	CO-NET	320.000	1.00000000		
DESCRIPTION	T30N R114W									
	SEC 23: NENE									
	SEC 24: W2NW, SENW, S2									
WY0470026	USA W-72878		D WOODWARD EKLUND		10/01/81 10/01/1991					
TRACT 01		RILEY RIDGE WY047		WY SUBLETTE	BK 63 PG 136					
TRACT-STATUS: RN OPERATOR-STATUS: P										
						3200.000	3200.000		.12500000	.04375000
					DEPTH A	CO-NET	1066.667	.33333333		
DESCRIPTION	T30N R115W, 6TH-PM									
	SEC 16: ALL									
	SEC 20: ALL									
	SEC 21: ALL									
	SEC 29: ALL									
	SEC 33: ALL									

COMPANY 001 AMERICAN QUASAR PET. CO NM
ALL BLOCKS BLOCK NUMBER SEQUENCE
BLOCK NUMBER WY047 RILEY RIDGE WY047
DISTRICT NUMBER 003 DENVER

LEASE NUMBER / BLOCK	LESSOR	LESSEE / STATE/COUNTY	LSE DTE / EXPIRE DTE / RECORDED	GROSS ACRES / NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0470031	USA W-69874	J T LYKES JR	01/01/80 01/01/1990				
TRACT 01	RILEY RIDGE WY047	WY SUBLETTE	N/A				
TRACT-STATUS: RN	OPERATOR-STATUS: P						
			DEPTH A CO-NET	1958.800 1958.800 652.933	.33333334	.12500000	.06666700
DESCRIPTION	T30N R114W, 6TH-PM						
	SEC 19: LOTS 1, 2, 3, 4, E2W, NESE, S2SE						
	SEC 20: NW, NWSE						
	SEC 28: N2						
	SEC 29: ALL						
	SEC 30: N2NE, SWNE, SE						
	SEC 31: E2E2						
WY0470032	USA W-68890	JIM A WILKINSON ET AL	01/01/80 01/01/1990				
TRACT 01	RILEY RIDGE WY047	WY SUBLETTE	N/A				
TRACT-STATUS: RN	OPERATOR-STATUS: P						
			DEPTH A CO-NET	2155.200 2155.200 673.500	.31250000	.12500000	.01562500
DESCRIPTION	T30N R115W, 6TH-PM						
	SEC 14: NW, N2SE						
	SEC 22: W2						
	SEC 27: W2						
	SEC 34: ALL						
	SEC 36: LOTS 1 THRU 4, W2E2, W2						
WY0470004	USA W-79181	ALEXANDER S BOVERS	11/01/82 11/01/1992				
TRACT 01	RILEY RIDGE WY047	WY SUBLETTE	N/A				
TRACT-STATUS: RN	OPERATOR-STATUS: W						
			DEPTH A CO-NET	2560.000 2560.000 2560.000	1.00000000	.12500000	.07000000
DESCRIPTION	T30N R115W, 6TH-PM						
	SEC 9: E2						
	SEC 10: W2						
	SEC 17: ALL						
	SEC 28: ALL						
	SEC 32: ALL						

TOTAL ACRES	11,959.63	11,799.63
DEPTH A CO-NET		5,821.97

321

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Farleigh Oil Properties, a sole proprietorship, P. O. Box 3215, Casper, Wyoming 82602, hereinafter referred to as "ASSIGNOR", for value received does hereby assign, transfer and convey unto:

Bruce Cabot ---------- One-half of One Percent
P. O. Box 425 (1/2 of 1%)
Casper, WY 82602

213593

RECORDED September 8 1986 10:30 AM
IN BOOK 77 Oil & Gas PAGE 322
FEES $32.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and to the heirs, successors and assigns of each assignee named above, that percentage of overriding royalty as shown above under the oil and gas lease(s) as set forth on Exhibit "A" attached hereto and made a part hereof.

If the working interest owned by ASSIGNOR under a lease on Exhibit "A" is less than the total working interest, or if a lease thereon covers less than the full mineral ownership of the leased substances, then and in each case the amount of overriding royalty hereby assigned under such lease shall be reduced proportionately to reflect the overriding royalty herein assigned as percentage of the total working interest owned by assignor in the full mineral ownership of such oil and gas.

The interests hereby conveyed are free of all cost and expense except production taxes levied and assessed upon the overriding royalty share of production hereby assigned. All amounts payable on this overriding royalty interest shall be paid monthly at the same time and on the same valuation basis as payments are made to the lessor for lessor's royalty reserved in the lease. If an assignee does not elect to take in kind his proportionate share of the oil or gas affected by this assignment, then the assignor or any other operator of said lease shall sell such royalty oil and/or gas at a price not less than the best available competitive price for same and cause the purchaser thereof to make direct payment to the assignee herein named.

This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignor, his successor or assigns on the lands described herein on Exhibit "A".

IN WITNESS WHEREOF, this assignment is executed this 15th day of July, 19 86, without warranty of any kind, either express or implied.

FARLEIGH OIL PROPERTIES,
a sole proprietorship

By _____
Bill D. Farleigh, Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Bill D. Farleigh, Owner of Farleigh Oil Properties, a sole proprietorship, this 15th day of July, 19 86.

DIXIE L. BLOWER Notary Public
County of Natrona State of Wyoming
My Commission Expires Feb. 13, 1987

_____
Notary Public

BILL D. FARLEIGH
OIL & GAS PROPERTIES
630 AMERICAN BANK CENTER
PO BOX 3215, CASPER, WY 82602

EXHIBIT 'A'
AS OF JULY 15, 1986
PROSPECT ONLY

DATE 07/15/86
PAGE 1

LEASE NUMBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.

DIVISION=10 UNSOLD STATE=49 WYOMING COUNTY=49 035 SUBLETTE

PROSPECT= 32 SUBLETTE

09/01/81 09/01/87 .0000 2,418.98 604.75

SUB-1 LEASE NAME=SHELTON RANCHES, INC RP=12
LEGAL DESCRIPTION OF LANDS
TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 19: LOT 4 (35.66), E/2SW/4, SE/4
SECTION 20: SW/4SW/4
SECTION 29: W/2
SECTION 30: LOTS 1 (35.66), 2 (35.73), 3 (35.81), E/2NW/4, NE/4SW/4, E/2
SECTION 31: NE/4, NE/4NW/4
SECTION 32: W/2, SW/4SE/4
TOWNSHIP 34 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 25: SW/4NW/4, N/2S/2, SE/4SE/4
SECTION 26: W/2NW/4, E/2SW/4, S/2NE/4, N/2SE/4
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 5: LOTS 2 (38.10), 3 (38.02), SW/4NE/4
LESSOR = SHELTON RANCHES, INC., A UTAH CORPORATION
LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP

09/01/81 09/01/87 .0000 2,418.98 1,209.49

SUB-1 A LEASE NAME=JEWETT LND & LIVESTK RP=12
LEGAL DESCRIPTION OF LANDS
TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 19: LOT 4 (35.66), E/2SW/4, SE/4
SECTION 20: SW/4SW/4
SECTION 29: W/2
SECTION 30: LOTS 1 (35.66), 2 (35.73), 3 (35.81), E/2NW/4, NE/4SW/4, E/2
SECTION 31: NE/4, NE/4NW/4
SECTION 32: W/2, SW/4SE/4
TOWNSHIP 34 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 25: SW/4NW/4, N/2S/2, SE/4SE/4
SECTION 26: W/2NW/4, E/2SW/4, S/2NE/4, N/2SE/4
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 5: LOTS 2 (38.10), 3 (38.02), SW/4NE/4
LESSOR = JEWETT LAND AND LIVESTOCK COMPANY, A WYOMING CORP.
LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP

09/01/81 09/01/87 .0000 2,418.98 604.75

SUB-1 B LEASE NAME=SANDERS RANCHES, INC RP=12
LEGAL DESCRIPTION OF LANDS
TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P.M.
SECTION 19: LOT 4 (35.66), E/2SW/4, SE/4
SECTION 20: SW/4SW/4
SECTION 29: W/2
SECTION 30: LOTS 1 (35.66), 2 (35.73), 3 (35.81), E/2NW/4, NE/4SW/4, E/2
SECTION 31: NE/4, NE/4NW/4
SECTION 32: W/2, SW/4SE/4
TOWNSHIP 34 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 25: SW/4NW/4, N/2S/2, SE/4SE/4

SE BER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
ION=10 UNSOLD				STATE=49 WYOMING		COUNTY=49 035 SUBLETTE		PROSPECT= 32 SUBLETTE		
				SECTION 26: W/2NW/4, E/2SW/4, S/2NE/4, N/2SE/4						
				TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M.						
				SECTION 5: LOTS 2 (38.10), 3 (38.02), SW/4NE/4						
				LESSOR = SANDERS RANCHES, INC., A UTAH CORPORATION						
				LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP						
			10/03/81	12/05/87	.0000	160.00	80.00	63	648	187724
SUB-4			LEASE NAME=GUINARD, MARY E.			RP=12				
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST							
			SECTION 9: N/2N/2							
			LESSOR = MARY E. GUINARD, A SINGLE WOMAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			12/10/81	12/05/87	.0000	160.00	80.00	64	141	188344
SUB-4	A		LEASE NAME=MACLEAN, BRIAN ET AL			RP=12				
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST							
			SECTION 9: N/2N/2							
			LESSOR = BRIAN JOHN MACLEAN & DIANE GODSCHALX MACLEAN ET AL							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/27/81	03/21/87	.0000	2,000.00	1,000.00	63	690	
SUB-5			LEASE NAME=SHAUL, LAWRENCE ETUX			RP=12				
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: S/2SW/4, SW/4SE/4							
			SECTION 5: S/2SE/4							
			SECTION 8: NE/4							
			SECTION 9: NE/4, E/2NW/4, NW/4NW/4							
			SECTION 11: E/2NE/4, NE/4SW/4, SE/4							
			SECTION 12: SW/4NE/4, W/2SE/4, SE/4SE/4, W/2							
			SECTION 13: N/2, SW/4, E/2SE/4							
			SECTION 14: NE/4NE/4							
			LESSOR = LAWRENCE W. SHAUL AND VIVIAN M. SHAUL, H/W							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/31/81	03/18/87	.0000	640.00	160.00	63	633	
SUB-5	A		LEASE NAME=BOROFF LAND & LVSTK.			RP=12				
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: S/2SW/4, SW/4SE/4							
			SECTION 5: S/2SE/4							
			SECTION 8: NE/4							
			SECTION 9: NE/4, E/2NW/4, NW/4NW/4							
			LESSOR = BOROFF LAND AND LIVESTOCK, INC., A WY CORP.							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/31/81	03/18/87	.0000	1,360.00	340.00	63	638	
SUB-5	B		LEASE NAME=BOROFF LAND & LVSTK.			RP=12				
			LEGAL DESCRIPTION OF LANDS							

ILL D. FARLEIGH
IL & GAS PROPERTIES
30 AMERICAN BANK CENTER
D BOX 3215, CASPER, WY 82602

EXHIBIT 'A'
AS OF JULY 15, 1986
PROSPECT ONLY

SE NUMBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
SION=10 UNSOLD			STATE=49 WYOMING		COUNTY=49 035 SUBLETTE			PROSPECT= 32 SUBLETTE		
			TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 11: E/2NE/4, NE/4SW/4, SE/4							
			SECTION 12: SW/4NE/4, W/2, W/2SE/4, SE/4SE/4							
			SECTION 13: N/2, SW/4, E/2SE/4							
			SECTION 14: NE/4NE/4							
			LESSOR = BOROFF LAND AND LIVESTOCK, INC., A WY CORP.							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/29/81	08/29/86	.0000	320.00	320.00	63	138	
	SUB-6		LEASE NAME=WILSON, RICHARD ETAL		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 2: SW/4							
			SECTION 11: NW/4							
			LESSOR = RICHARD D. WILSON AND NAN C. WILSON, H/W ET AL							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/31/81	12/04/87	.0000	875.26	770.44	63	444	
	SUB-7		LEASE NAME=TODD, EDMOND C. ETUX		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 5: LOT 3(38.61), LOT 4(38.63), SW/4NW/4							
			SECTION 6: LOT 1(38.87), LOT 2(39.15), SW/4NE/4							
			TOWNSHIP 35 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 30: SE/4SE/4							
			SECTION 31: E/2, SE/4NW/4, NE/4SW/4							
			SECTION 32: NW/4SE/4, SW/4							
			LESSOR = EDMOND C. TODD AND LUCILE TODD, INDIVIDUALLY & H/W							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/31/81	08/31/86	.0000	320.00	320.00	63	449	
	SUB-8		LEASE NAME=TODD, EDMOND C. ETUX		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 3: S/2							
			LESSOR = EDMOND C. TODD AND LUCILE TODD, INDIVIDUALLY & H/W							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/31/81	08/31/86	.0000	800.00	800.00	63	451	
	SUB-9		LEASE NAME=THOMPSON, HAROLD, JR		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 9: S/2NE/4, N/2SE/4							
			SECTION 10: ALL							
			LESSOR = HAROLD A. THOMPSON, JR., A SINGLE MAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/31/81	12/04/87	.0000	793.17	555.61	63	453	
	SUB-10		LEASE NAME=ROBERTS, DORA, WIDOW		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							

	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
=10 UNSOLD			STATE=49 WYOMING			COUNTY=49 035 SUBLETTE		PROSPECT= 32 SUBLETTE		
			SECTION 1: LOT 3(39.20), LOT 4(38.88), S/2NW/4							
			SECTION 2: LOT 1(38.62), LOT 2(38.43), S/2NE/4							
			SECTION 3: LOT 3(38.84), LOT 4(39.20), S/2NW/4							
			SECTION 4: S/2							
			LESSOR = CORA E. ROBERTS, A WIDOW							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			10/21/81	12/10/87	.0000	315.13	78.79	63	643	
-10	A		LEASE NAME=FOOTE, LOREN W. ETUX		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 1: LOT 3(39.20), LOT 4(38.88), S/2NW/4							
			SECTION 2: LOT 1(38.62), LOT 2(38.43), S/2NE/4							
			LESSOR = LOREN W. FOOTE AND DOROTHEA A. FOOTE, INDIVIDUALLY AND H/W							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			10/20/81	12/10/87	.0000	315.13	78.79	63	667	
B-10	B		LEASE NAME=LUHN, JANICE ET VIR		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 1: LOT 3(39.20), LOT 4(38.88), S/2NW/4							
			SECTION 2: LOT 1(38.62), LOT 2(38.43), S/2NE/4							
			LESSOR = JANICE R. LUHN AND JOHN C. LUHN, IND. & H/W							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/81	11/16/87	.0000	480.00	240.00	63	657	
UB-11			LEASE NAME=KYSAR, PRISCILLA		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 8: E/2							
			SECTION 9: W/2W/2							
			LESSOR = PRISCILLA KYSAR AND ROBERT E. KYSAR, HUSBAND/WIFE							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/82	11/16/87	.0000	480.00	60.00	69	40	197476
SUB-11	A		LEASE NAME=MILLER, MATTHEW		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 8: E/2							
			SECTION 9: W/2W/2							
			LESSOR = MATTHEW DANIAL MILLER, A SINGLE MAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/81	11/16/87	.0000	480.00	60.00	63	687	
SUB-11	B		LEASE NAME=MILLER, PATRICIA M.		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 8: E/2							
			SECTION 9: W/2W/2							
			LESSOR = PATRICIA MILDRED MILLER, A SINGLE WOMAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							

BILL D. FARLEIGH
OIL & GAS PROPERTIES
630 AMERICAN BANK CENTER
PO BOX 3215, CASPER, WY 82602

EXHIBIT 'A'
AS OF JULY 15, 1986
PROSPECT ONLY

LEASE NUMBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
DIVISION=10 UNSOLD			STATE=49 WYOMING			COUNTY=49 035 SUBLETTE		PROSPECT= 32 SUBLETTE		
			08/29/81	08/29/87	.0000	400.00	50.00	63	672	
SUB-11	C		LEASE NAME=MILLER, ROBERT, JR. RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 8: E/2							
			SECTION 9: SW/4NW/4, NW/4SW/4							
			LESSOR = ROBERT M. MILLER, JR. AND TARA L. MILLER, HUSBAND AND WIFE							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			08/29/81	11/15/87	.0000	80.00	10.00	63	675	
SUB-11	D		LEASE NAME=MILLER, ROBERT, JR. RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 9: SW/4SW/4, NW/4NW/4							
			LESSOR = ROBERT M. MILLER, JR. AND TARA L. MILLER, H/W							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/81	11/16/87	.0000	480.00	60.00	64	146	108346
SUB-11	E		LEASE NAME=MILLER, KATHLEEN A. RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 8: E/2							
			SECTION 9: W/2W/2							
			LESSOR = KATHLEEN ANNE MILLER, A SINGLE WOMAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/81	03/28/88	.0000	680.00	340.00	63	653	
SUB-12			LEASE NAME=KYSAR, PRISCILLA RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 7: S/2NE/4, SE/4SW/4, SE/4							
			SECTION 8: W/2NW/4, SW/4							
			SECTION 17: NW/4NW/4							
			SECTION 18: N/2NE/4, SW/4NE/4							
			LESSOR = PRISCILLA KYSAR AND ROBERT E. KYSAR, HUSBAND/WIFE							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			03/28/83	03/28/88	.0000	680.00	85.00	69	43	197477
SUB-12	A		LEASE NAME=MILLER, MATTHEW RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 7: S/2NE/4, SE/4SW/4, SE/4							
			SECTION 8: W/2NW/4, SW/4							
			SECTION 17: NW/4NW/4							
			SECTION 18: N/2NE/4, SW/4NE/4							
			LESSOR = MATTHEW DANIAL MILLER, A SINGLE MAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/81	03/28/88	.0000	680.00	85.00	63	603	
SUB-12	B		LEASE NAME=MILLER, PATRICIA M. RP=12							

ASE NBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	DRR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
SION=10 UNSOLD			STATE=49 WYOMING		COUNTY=49 035 SUBLETTE			PROSPECT= 32 SUBLETTE		
			LEGAL DESCRIPTION OF LANDS TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M. SECTION 7: S/2NE/4, SE/4SW/4, SE/4 SECTION 8: W/2NW/4, SW/4 SECTION 17: NW/4NW/4 SECTION 18: N/2NE/4, SW/4NE/4 LESSOR = PATRICIA MILDRED MILLER, A SINGLE WOMAN LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP								
			08/29/81	03/28/88	.0000	680.00	85.00	63	679	
SUB-12	C		LEASE NAME=MILLER, ROBERT, JR. RP=12 LEGAL DESCRIPTION OF LANDS TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M. SECTION 7: S/2NE/4, SE/4SW/4, SE/4 SECTION 8: W/2NW/4, SW/4 SECTION 17: NW/4NW/4 SECTION 18: N/2NE/4, SW/4NE/4 LESSOR = ROBERT M. MILLER, JR. AND TARA L. MILLER, HUSBAND AND WIFE LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP								
			11/16/81	03/28/88	.0000	680.00	85.00	64	149	188347
SUB-12	D		LEASE NAME=MILLER, KATHLEEN A. RP=12 LEGAL DESCRIPTION OF LANDS TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M. SECTION 7: S/2NE/4, SE/4SW/4, SE/4 SECTION 8: W/2NW/4, SW/4 SECTION 17: NW/4NW/4 SECTION 18: N/2NE/4, SW/4NE/4 LESSOR = KATHLEEN ANNE MILLER, A SINGLE WOMAN LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP								
			08/31/81	03/14/87	.0000	600.00	150.00	64	134	188333
SUB-13			LEASE NAME=PAPE, WILLIAM J. RP=12 LEGAL DESCRIPTION OF LANDS TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P. M. SECTION 7: SE/4, SE/4NE/4 SECTION 8: W/2SW/4, SW/4NW/4 SECTION 17: W/2NW/4 SECTION 18: NE/4, NW/4SE/4 LESSOR = WILLIAM J. PAPE, A WIDOWER LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP								
			08/31/81	03/14/87	.0000	600.00	150.00	64	139	188335
SUB-13	A		LEASE NAME=HANSEN, CLIFF ET AL RP=12 LEGAL DESCRIPTION OF LANDS TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P. M. SECTION 7: SE/4, SE/4NE/4 SECTION 8: W/2SW/4, SW/4NW/4 SECTION 17: W/2NW/4 SECTION 18: NE/4, NW/4SE/4 LESSOR = CLIFFORD P. HANSEN AND MARTHA HANSEN, HUSBAND/WIFE								

LL D. FARLEIGH
L & GAS PROPERTIES
30 AMERICAN BANK CENTER
O BOX 3215, CASPER, WY 82602

EXHIBIT 'A'
AS OF JULY 15, 1986
PROSPECT ONLY

DATE 07/15/86
PAGE 7

ASE NUMBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
SION=10 UNSOLD			STATE=49 WYOMING		COUNTY=49 035 SUBLETTE			PROSPECT= 32 SUBLETTE		
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/17/81	03/14/87	.0000	537.77	268.89	64	127	10331
SUB-14			LEASE NAME=PAPE, WILLIAM J.		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P. M.							
			SECTION 5: S/2S/2							
			SECTION 8: NE/4, E/2W/2, NW/4NW/4, NW/4SE/4; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF THE NE/4SW/4 AND DESCRIBED BY METES AND BOUNDS AND CONTAINING 22.235 ACRES, MORE OR LESS ACCORDING TO WARRANTY DEED DATED JANUARY 20, 1951, RECORDED FEBRUARY 1, 1951 IN BOOK 6 OF DEEDS, PAGE 290.							
			LESSOR = WILLIAM J. PAPE, A WIDOWER							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/17/81	03/14/87	.0000	537.77	268.89	640	161	188366
SUB-14	A		LEASE NAME=HANSEN, CLIFF ET AL		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 111 WEST, 6TH P. M.							
			SECTION 5: S/2S/2							
			SECTION 8: NE/4, E/2W/2, NW/4NW/4, NW/4SE/4; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER OF THE NE/4SW/4 AND DESCRIBED BY METES AND BOUNDS AND CONTAINING 22.235 ACRES, MORE OR LESS ACCORDING TO WARRANTY DEED DATED JANUARY 20, 1951, RECORDED IN BOOK 6 OF DEEDS, PAGE 290.							
			LESSOR = CLIFFORD P. HANSEN AND MARTHA C. HANSEN ET AL							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/02/81	03/23/87	.0000	920.00	460.00			
SUB-15			LEASE NAME=KOCH RANCH, INC.		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: SE/4SE/4							
			SECTION 8: N/2SE/4, SE/4SE/4							
			SECTION 9: S/2, SW/4NW/4							
			SECTION 10: N/2, N/2SE/4							
			LESSOR = KOCH RANCH, INC.							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			11/16/81	03/21/87	.0000	920.00	460.00	64	122	108329
SUB-15	A		LEASE NAME=KELLY, BOYD, WIDOWER		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: SE/4SE/4							
			SECTION 8: N/2SE/4, SE/4SE/4							
			SECTION 9: S/2, SW/4NW/4							
			SECTION 10: N/2, N/2SE/4							
			LESSOR = BOYD KELLY, AKA BOYD C. KELLY, A WIDOWER							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							

[redacted] [redacted] [redacted]

BILL D. FARLEIGH
OIL & GAS PROPERTIES
630 AMERICAN BANK CENTER
PO BOX 3215, CASPER, WY 82602

EXHIBIT 'A'
AS OF JULY 15, 1986
PROSPECT ONLY

DATE 07/15/86
PAGE 8

LEASE NUMBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
DIVISION=10 UNSOLD				STATE=49 WYOMING		COUNTY=49 035 SUBLETTE		PROSPECT= 32 SUBLETTE		
			11/02/81	11/02/86	.0000	911.30	405.65	64	115	188326
	SUB-16		LEASE NAME=BUDD, DANIEL H. ETUX RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 8: LOT 1(13.05), LOT 2(13.55), S/2NE/4, SE/4NW/4, N/2SW/4, NE/4SE/4							
			SECTION 9: LOT 3(12.13), LOT 4(12.57), S/2NW/4, NW/4SW/4							
			TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P. M.							
			SECTION 34: S/2NE/4, SE/4							
			SECTION 35: SW/4							
			LESSOR = DANIEL H. BUDD AND ADA S. BUDD, HUSBAND AND WIFE							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			05/05/82	05/05/87	.0000	160.00	40.00			
	SUB-17		LEASE NAME=BURNITT, R. W. RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 36 NORTH, RANGE 114 WEST							
			SECTION 21: W/2NE/4, SE/4NE/4, SE/4NW/4							
			LESSOR = R. W. BURNITT, A SINGLE MAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			05/15/85	05/15/88	.0000	200.00	50.00	75 O&G 625		209391
	SUB-18		LEASE NAME=KYSAR, PRISCILLA RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: W/2SW/4							
			SECTION 5: S/2SE/4, NE/4SE/4							
			LESSOR = PRISCILLA KYSAR AND ROBERT E. KYSAR, WIFE AND HUSBAND							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			05/15/85	05/15/88	.0000	200.00	25.00	75 O&G 629		209393
	SUB-18	A	LEASE NAME=MILLER, ROBERT M.,JR RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: W/2SW/4							
			SECTION 5: S/2SE/4, NE/4SE/4							
			LESSOR = ROBERT M. MILLER, JR. AND TARA L. MILLER, HUSBAND/WIFE							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			05/15/85	05/15/88	.0000	200.00	25.00	75 O&G 633		209395
	SUB-18	B	LEASE NAME=MILLER, KATHLEEN ANN RP=12							
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: W/2SW/4							
			SECTION 5: S/2SE/4, NE/4SE/4							
			LESSOR = KATHLEEN ANN MILLER, AKA KATHLEEN ANNE MILLER, SINGLE WOMAN							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			05/15/85	05/15/88	.0000	200.00	25.00	75 O&G 637		209397
	SUB-18	C	LEASE NAME=MILLER, MATTHEW D. RP=12							

BILL D. FARLEIGH
OIL & GAS PROPERTIES
630 AMERICAN BANK CENTER
PO BOX 3215, CASPER, WY 82602

EXHIBIT 'A'
AS OF JULY 15, 1986
PROSPECT ONLY

LEASE NUMBER	SUB NO.	TRT NO.	LEASE DATE MM/DD/YY	EXPIRE DATE MM/DD/YY	ORR PERCENT	GROSS ACRES	NET ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
VISION=10 UNSOLD			STATE=49 WYOMING		COUNTY=49 035 SUBLETTE			PROSPECT= 32 SUBLETTE		
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: W/2SW/4							
			SECTION 5: S/2SE/4, NE/4SE/4							
			LESSOR = MATTHEW DANIAL MILLER, AKA MATTHEW DANIEL MILLER, SINGLE							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							
			05/15/85	05/15/88	.0000	200.00	25.00	75 O&G 541		209399
SUB-18	D		LEASE NAME=ROBERTS, PATRICIA M.		RP=12					
			LEGAL DESCRIPTION OF LANDS							
			TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P. M.							
			SECTION 4: W/2SW/4							
			SECTION 5: S/2SE/4, NE/4SE/4							
			LESSOR = PATRICIA M. ROBERTS AND SHAD ROBERTS, IND. & WIFE/HUSBAND							
			LESSEE = FARLEIGH OIL PROPERTIES, A SOLE PROPRIETORSHIP							

D OF REPORT
OD

AFTER RECORDING R[redacted]
PHILLIPS PETROLEUM COMPANY
8055 E. TUFTS AVE. PARKWAY
DENVER, CO 80237

RELEASE OF OIL AND GAS LEASE

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:

0 0
4

DATE OF LEASE			RECORDING ENTRY		LESSOR	LESSEE
MO	DAY	YR	BOOK	PAGE		
04	02	71	60	213	THE STATE OF WYOMING	J.N. GALEY

LEASE NUMBER	DESCRIPTION
[illegible] 162951	ALL SEC. 16-T30-106W STATE LANDS, PINEDALE

213624

RECORDED September 9 19 86 11:00 AM
IN BOOK 77 Misc PAGE 332
FEES $4.00 Laura J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McDaniel

Signed and executed this 28th day of JUNE, 19[illegible]

PHILLIPS PETROLEUM COMPANY

By R.T. Hillburn
Its Attorney-In-Fact, R.T. Hillburn

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 JUNE, 19[illegible], personally appeared R.T. Hillburn

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.

Notary Public, State of Colorado

Mildred W. Crawford, Notary Public

My commission expires Feb. 22, 1988

E & P, LAND DIVISION, AUDITING & LEASE INFORMATION RESOURCES – RC

Form 8356-N 12-83

ASSIGNMENT OF OVERRIDING ROYALTY

This Overriding Royalty Assignment is made this 14th day of July, 1986 between KENAI OIL AND GAS INC., a Delaware corporation, 1675 Larimer Street, Suite 500, Denver, Colorado 80202, hereinafter called "Assignor", and JOSEPH R. MAZZOLA, 14624 Fenton, Broomfield, Colorado 80020, hereinafter called "Assignee".

In consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and sets over unto Assignee, his successors, heirs and assigns, without warranty of title, either express or implied, an overriding royalty interest of 0.50% of 8/8ths of all of the oil, gas and other hydrocarbons produced, saved and marketed from the oil and gas lease, or leases described below and made a part hereof free and clear of all costs or expense to Assignee, except that Assignee shall pay all taxes attributable to the interest assigned. This Assignment of Overriding Royalty is made subject to all the terms and conditions of the lease.

WY-2692 Oil and Gas Lease from the State of Wyoming (78-0449), as Lessor, to Judy Duggan, as Lessee, dated June 2, 1978, recorded in O & G Book 59, Page 142 of the records of Sublette County, Wyoming, covering the following described land in said county and state:

Township 30 North, Range 105 West, 6th P.M.
Section 16: All

Covering 640.00 acres, more or less.

This overriding royalty and all other terms and conditions of this Assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignor, its successors and assigns for said lease(s).

In the event any oil and gas lease covered hereby covers less than the entire undivided fee simple mineral estate, then the overriding royalty interest herein conveyed shall be proportionately reduced to the mineral interest covered by said lease. If said description pertains to more than one lease then the provisions of this paragraph shall apply separately to each lease.

ATTEST:

John H. McVeagh
Assistant Secretary

KENAI OIL AND GAS INC.

By: _____
Lawrence M. Pohly
Secretary.

RECORDED September 11 1986 10:00 A.M. 213649
IN BOOK 77 Oil & Gas PAGE 333
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

The foregoing instrument was acknowledged before me on this 14th day of July, 1986, by Lawrence M. Pohly as Secretary of Kenai Oil and Gas Inc.

WITNESS my hand and official seal.

_____
Notary Public - Annette J. Shayne
1675 Larimer Street, Suite 500
Denver, Colorado 80202

My Commission expires: August 6, 1989

WY-2692
Dutch Joe Creek Prospect
Expires June 2, 1988

No. 913A. – Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado – 11-73

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
.....LAND OFFICE
SERIAL NO. W-64855

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Winona Oil Company, by virtue of an agreement or assignment dated the 1 day of September, 1980, between Winona Oil Company and Aminoil U.S.A. Inc., and recorded in the Office of the County Clerk of the County of ....., State of ....., is the owner of an overriding royalty of Two - one-half per cent (2½%) 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:

T.29 N., R.105 W., 6th P.M.

Sec. 21: NE¼, SW¼
Sec. 28: S½S½
Sec. 34: NW¼

640.00 acres
Sublette Co., WY

213650

RECORDED September 11 1986 10:00 AM
IN BOOK 77 Oil & G PAGE 334
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 Wyoming Land Office Serial No. W-64855

NOW, THEREFORE, for and in consideration of the sum of Ten dollars ($10.00) and other goods and valuable considerations in hand paid by Nancy J. Carlson of 3340 S. Ash St., Denver, CO 80222, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Winona Oil Company, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Fifty (50%) of the aforementioned overriding royalty, and being two - one-half per cent (2½%) 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, her 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 will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.....

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 7 day of March, 1986

WITNESS:

WINONA OIL COMPANY

James O. Breene

James O. Breene, Jr. - President

334

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 7 day of March, A. D. 19 86 before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7 day of March, A. D. 19 86

Nancy Haddox

(SEAL)

1700 Broadway - #1219 Notary Public.
Denver, CO 80290

My Commission expires May 13, 1990

STATE OF UTAH, }
COUNTY OF..... } ss.

On the.....day of....., 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, }
COUNTY OF..... } ss.

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

.....

to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to me that .....he..... executed the same as.....free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this.....day of....., 19.....

My commission expires:

.....
Notary Public

No. 913A.—Bradford Publishing Co., 1824-48 Stout Street, Denver, Colorado—11-75

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND GAS LEASE
.....LAND OFFICE
SERIAL NO. ST. OF WY 78-0842

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Winona Oil Company, by virtue of an agreement or assignment dated the 1 day of July, 1980, between Winona Oil Company and Aminoil U.S.A., and recorded in the Office of the County Clerk of the County of ....., State of ....., is the owner of an overriding royalty of Two - one-half per cent (2½%) 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:

T.33 N., R.108 W., 6th P.M.

Sec. 36: All

213651

640.00 acres
Sublette Co., WY

RECORDED September 11 1986 10:00 AM
IN BOOK 77 Misc PAGE 336
FEES $6.00 Lou A. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 Wyoming Land Office Serial No. ST. OF WY 78-0842

NOW, THEREFORE, for and in consideration of the sum of Ten dollars ($10.00) and other goods and valuable considerations in hand paid by Nancy J. Carlson of 3340 S. Ash St., Denver, CO 80222, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Winona Oil Company, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Fifty (50%) of the aforementioned overriding royalty, and being Two - one-half per cent (2½%) 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, her 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 will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 7 day of March, 1986.

WITNESS:

WINONA OIL COMPANY

James O. Breene

James O. Breene, Jr. - President

336

State of COLORADO }
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 7 day of March, A. D. 19 86, before me personally appeared James O. Breene, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Winona Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said James O. Breene, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7 day of March, A. D. 19 86

(SEAL) NOTARIAL PUBLIC COLORADO

Nanci Haddix
1700 Broadway - #1219 Notary Public
Denver, CO 80290

My Commission expires May 13, 1990

STATE OF UTAH, }
COUNTY OF ..... } ss.

On the ..... day of ....., 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, }
COUNTY OF ..... } ss.

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

.....

.....

to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to me that .....he..... executed the same as ..... free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this ..... day of ....., 19.....

My commission expires:

....
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, WINONA OIL COMPANY, a Colorado Corporation

1700 Broadway - #1219, Denver, CO 80290, hereinafter called 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 Nancy Carlson

3340 S. Ash St., Denver, CO 80222, hereinafter called Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of Two one-half (2½) of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the land covered by the oil and gas leases, and any extension or renewal thereof or any new leases taken in lieu thereof, described in Exhibit "A" attached hereto and by this reference made a part hereof. If any of said leases cover less than the entire and undivided fee simple mineral estate, then the overriding royalty herein assigned shall be reduced proportionately as to that lease or leases.

TO HAVE AND TO HOLD the interest herein assigned and transferred unto Assignee, his heirs, devisees, personal representatives, successors and assigns forever.

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

IN WITNESS HEREOF, Assignor has executed and delivered this assignemnt of overriding royalty interest as of the 7 day of March 1986.

ATTEST: Mara Haddis
Secretary

WINONA OIL COMPANY
BY: James O. Breene
James O. Breene, Jr. - Pres.

213652

RECORDED September 11 1986 10:09AM
IN BOOK 77 Deed PAGE 338
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 7 day of March 1986, personally appeared before me James O. Breene, Jr., who being by me duly sworn, did say that he is the President, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said James O. Breene, Jr. acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:
October 19, 1988

Susan M Regan
NOTARY PUBLIC
RESIDING AT: 1700 Broadway - #1200
Denver, CO 80290

338

EXHIBIT "A"

LESSOR: Fay C. Barger also known as Fay Barger, and Anne E. Barger, also known as Anne Barger, husband & wife
EFFECTIVE DATE: October 16, 1978
EXPIRATION DATE: October 16, 1988
DESCRIPTION: T.32N-R.108W., 6th P.M.
Sec. 15: NE¼, E½NW¼, E½SW¼NW¼, S½
Sublette Co., WY

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, WINONA OIL COMPANY, a Colorado Corporation

1700 Broadway - #1219, Denver, CO 80290, hereinafter called 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 Nancy Carlson

3340 S. Ash St., Denver, CO 80222, hereinafter called Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of Two one-half (2½) of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the land covered by the oil and gas leases, and any extension or renewal thereof or any new leases taken in lieu thereof, described in Exhibit "A" attached hereto and by this reference made a part hereof. If any of said leases cover less than the entire and undivided fee simple mineral estate, then the overriding royalty herein assigned shall be reduced proportionately as to that lease or leases.

TO HAVE AND TO HOLD the interest herein assigned and transferred unto Assignee, his heirs, devisees, personal representatives, successors and assigns forever.

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

IN WITNESS HEREOF, Assignor has executed and delivered this assignemnt of overriding royalty interest as of the 7 day of March 1986.

ATTEST: Mara Hadds
Secretary

213653

WINONA OIL COMPANY
BY: James O. Breene
James O. Breene, Jr. - Pres.

RECORDED September 11 1986 10:00 AM
IN BOOK 77 Orig PAGE 340
FEES $6.00 Dave J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 7 day of March 1986, personally appeared before me James O. Breene, Jr., who being by me duly sworn, did say that he is the President, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said James O. Breene, Jr. acknowledged to me that said corporation executed the same.

WITNESS My hand and official seal.

My commission expires:
October 19, 1988

Susan M. Regan
NOTARY PUBLIC
RESIDING AT: 1700 Broadway - #1200
Denver, CO 80290

340

EXHIBIT "A"

LESSOR: Brandt M. Jensen, also known as Brandt Jensen, and Josephine B. Jensen, husband and wife
EFFECTIVE DATE: October 9, 1979
EXPIRATION DATE: October 9, 1989
DESCRIPTION: T.33N-R.108W., 6th P.M.
Sec. 25: N½S½, SW¼NW¼
Sublette Co., WY

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, WINONA OIL COMPANY, a Colorado Corporation

1700 Broadway - #1219, Denver, CO 80290, hereinafter called 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 Nancy Carlson

3340 S. Ash St., Denver, CO 80222, hereinafter called Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of Two one-half (2½) of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the land covered by the oil and gas leases, and any extension or renewal thereof or any new leases taken in lieu thereof, described in Exhibit "A" attached hereto and by this reference made a part hereof. If any of said leases cover less than the entire and undivided fee simple mineral estate, then the overriding royalty herein assigned shall be reduced proportionately as to that lease or leases.

TO HAVE AND TO HOLD the interest herein assigned and transferred unto Assignee, his heirs, devisees, personal representatives, successors and assigns forever.

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

IN WITNESS HEREOF, Assignor has executed and delivered this assignemnt of overriding royalty interest as of the 7 day of March 1986.

ATTEST: Marci Hadden
Secretary

213654

WINONA OIL COMPANY
BY: James O. Breene
James O. Breene, Jr. - Pres.

RECORDED September 11 1986 10:00 AM
IN BOOK 77 Oil PAGE 342
FEES $6.50 Lou Zyskowski COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On the 7 day of March 1986, personally appeared before me James O. Breene, Jr., who being by me duly sworn, did say that he is the President, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said James O. Breene, Jr. acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:
October 19, 1988

Susan M. Regan
NOTARY PUBLIC
RESIDING AT: 1700 Broadway - #1200
Denver, CO 80290

EXHIBIT "A"

LESSOR: Brandt M. Jensen, also known as Brandt Jensen, and Josephine B. Jensen
EFFECTIVE DATE: October 15, 1979
EXPIRATION DATE: October 15, 1989
DESCRIPTION: T.32N-R.106W., 6th P.M.
Sec. 32: S½NW¼, E½SW¼, SW¼SE¼

T.31N-R.106W., 6th P.M.
Sec. 4: Lot 4, SW¼NW¼, N½SW¼, W½SE¼
Sec. 5: Lots 1,2,3 and 4, S½N½, N½S½
Sec. 7: Lots 1 and 2, E½SW¼, SE¼, SE¼NE¼
Sec. 8: SW¼NE¼, S½NW¼, W½SE¼, NW¼SW¼, S½SW¼
Sec. 17: N½NW¼
Sec. 18: NE¼NE¼
Sublette Co., WY

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
USA-W-06008

Lease effective date
June 1, 1951

PART I

1. Assignee's Name

CELERON OIL AND GAS COMPANY

Address *(include zip code)*
5445 DTC Parkway, Suite #1100
Englewood, Colorado 80111

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 32 North, Range 114 West, 6th P.M.
Section 20: The South half of the Southeast quarter (S/2SE/4), Sublette County, Wyoming, INSOFAR AND INSOFAR ONLY as said Operating Rights in and to said Oil and Gas Lease cover and bear upon oil and gas rights from the surface of the earth down to and including the stratigraphic equivalent of 100 feet below the depth of 6,750 feet as found in the Celeron Oil and Gas Company #43-20 Mickelson Creek, located 1,400 feet from the South line and 200 feet from the East line of the Northeast quarter of the Southeast quarter (NE/4-SE/4) of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.
This Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made subject to the terms, conditions and provisions of an Assignment of Operating Rights (Federal Oil and Gas Leases-Depth Restrictions), dated February 28, 1985, from Dietrich Resources Corporation, et al, as Assignor, to and in favor of Celeron Oil and Gas Company, as Assignee.

213666

RECORDED September 12 19 86 8:00 A M
IN BOOK 77 Ox O PAGE 344
FEES $6.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	6.25%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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

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

Executed this 5th day of August, 19 86.
DIETRICH RESOURCES CORPORATION

By Ray T. Dietrich (Assignor's Signature) President

ATTEST:

By Lauren Bridges Secretary

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

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease. 344

CHIEF, LEASING SECTION
(Title)

SEP 03 1986
(Date)

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

PART II

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

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

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

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

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

Executed this 22nd day of August, 1986.

CELERON OIL AND GAS COMPANY

William H. Galac
(Assignee's Signature)

William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 22nd day of August, 1986 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 STATE OF COLORADO

Gloria West
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:
March 27, 1989

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

BEFORE ME, a Notary Public in and for said County and State, on this 5th day of August, 1986, personally appeared Ray F. Dietrich, known to me to be the President of DIETRICH RESOURCES CORPORATION, a corporation, and to be the identical persom who subscribed the name of DIETRICH RESOURCES CORPORATION 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.

NOTARY PUBLIC
whose address is:
410 Seventeenth St., Suite 2450
[redacted]

NOTARY PUBLIC

My Commission Expires:
[redacted]8, 1988

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
USA-W-73977

Lease effective date
June 1, 1951

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)*
5445 DTC Parkway, Suite #1100
Englewood, Colorado 80111

The undersigned, as owner of 6.6666 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 32 North, Range 114 West, 6th P.M.
Section 20: The Northeast quarter (NE/4) and the North half of the Southeast quarter (N/2SE/4), Sublette County, Wyoming, INSOFAR AND INSOFAR ONLY as said Operating Rights in and to said Oil and Gas Lease cover and bear upon oil and gas rights from the surface of the earth down to and including the stratigraphic equivalent of 100 feet below the depth of 6,750 feet as found in the Celeron Oil and Gas Company #43-20 Mickelson Creek, located 1,400 feet from the South line and 200 feet from the East line of the Northeast quarter of the Southeast quarter (NE/4SE/4) of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.
This Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made subject to the terms, conditions and provisions of an Assignment of Operating Rights (Federal Oil and Gas Leases-Depth Restrictions), dated February 28, 1985, from Dietrich Resources Corporation, as Assignor, to and in favor of Celeron Oil and Gas Company, as Assignee.

213667

RECORDED September 12 1986 8:00 AM
IN BOOK 77 Misc PAGE 346
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClurie

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	6.25%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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

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

Executed this 5th day of August, 1986.
DIETRICH RESOURCES CORPORATION

By Ray J. Dietrich President
(Assignor's Signature)
ATTEST
By Lonnie Dietz
Secretary

410 Seventeenth Street, #2450
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 04 1986
(Date)

346

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

PART II

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

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

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

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

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

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

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

Executed this 22nd day of August, 1986.

CELERON OIL AND GAS COMPANY

William H. Galac
(Assignee's Signature)

William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 22nd day of August, 19 86 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
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:
March 27, 1989

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

BEFORE ME, a Notary Public in and for said County and State, on this 5th day of August, 1986, personally appeared Ray F. Dietrich, known to me to be the President of DIETRICH RESOURCES CORPORATION, a corporation, and to be the identical persom who subscribed the name of DIETRICH RESOURCES CORPORATION 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.

NOTARY PUBLIC
whose address is:
410 Seventeenth St., [redacted] 2450

My [redacted]ssion Expires:
[redacted]

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-73977

Lease effective date
6-01-1951

FOR BLM OFFICE USE ONLY

New Serial No.

L-0202-0001

PART I

1. Assignee's Name

CELERON OIL AND GAS COMPANY

Address (include zip code) DENVER CORPORATE CENTER, TOWER II,
SUITE 500, 7800 E. UNION PARKWAY,
DENVER, COLORADO 80237

The undersigned, as owner of 37.5% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 32 North, Range 114 West, 6th P.M.
Section 20: NE¼, N½SE¼

Sublette County, Wyoming
Containg 240.00 acres, more or less

Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purchase Contract #01242 dated November 21, 1966.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

213689

RECORDED September 15 1986 8:00 AM
IN BOOK 77 Or T PAGE 348
FEES $6.00 Lou J Yaka COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	37.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	Ø
5. Specify overriding royalty being reserved by assignor	2.34375%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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 March, 19 86.

Chandler-Simpson, Inc.

Sam L. Alcorn, Vice President
(Assignor's Signature)

ATTEST:
Patti McDonald Chandler
Patti McDonald Chandler, Secretary

1860 Lincoln St., #1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

MAY 1 1986
(Date)

348

FOR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

xecuted this 18th day of April , 19 86 .

CELERON OIL AND GAS COMPANY

William H. Galac — 5445 DTC Parkway, Suite 1100

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

William H. Galac, Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY - IN - FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

Englewood, Colorado 80111

(City) (State) (Zip Code)

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

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

I, Patricia E. Allen, a Notary Public in and for said County and State, do hereby certify that Sam L. Alcorn, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Chandler-Simpson, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 19th day of March, 1986.

My Commission Expires: 4-25-87

Notary Public in and for said County and State, residing at 1860 Lincoln St., #1400 Denver, Co 80203

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April, 1986 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
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:

March 27, 1989

The Pap
Bureau o
Bureau o

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-73977

Lease effective date
6-01-1951

FOR BLM OFFICE USE ONLY

New Serial No.

L-0202-0001

PART I

1. Assignee's Name
CELERON OIL AND GAS COMPANY

Address (include zip code) DENVER CORPORATE CENTER, TOWER II,
SUITE 500, 7800 E. UNION PARKWAY,
DENVER, COLORADO 80237

The undersigned, as owner of 12.50025 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 32 North, Range 114 West, 6th P.M. Section 20: NE¼, N½SE¼ Sublette County, Wyoming Containing 240.00 acres, more or less. Limited in depth from the surface of the earth to 100 feet below the stratigraphic equi alent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purchase Contract #01242 dated November 21, 1966.	SAME LAND DESCRIPTION AS ITEM 2 213690 RECORDED September 15 1986 8:00 AM IN BOOK ZZ 8 & 9 PAGE 350 FEES $6.00 Lois J Yahn COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING Dorothy McClure

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	12.50025%
4. Specify interest or percent of record title interest being retained by assignor, if any	Ø
5. Specify overriding royalty being reserved by assignor	.7812656257 5.75%
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 19th day of March, 1986.

Chandler & Associates, Inc.

Patti McDonald Chandler
(Assignor's Signature)

1860 Lincoln St., #1400
(Assignor's Address)

Patti McDonald Chandler, Vice President

ATTEST:
Diana J. Ley, Assistant Secretary

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 approved effective MAY 1 1986

THE UNITED STATES OF AMERICA

By ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

MAY 1 1986
(Date)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

350

Max. 5 copies may be exact reproductions on one sheet of both sides of this official form in accord

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

Executed this 18th day of April , 19 86 .
CELERON OIL AND GAS COMPANY

William H. Galac
*(Assignee's Signature)
William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

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

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

I, Patricia E. Allen, a Notary Public in and for said County and State, do hereby certify that Patti McDonald Chandler, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Chandler & Associates, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 19th day of March , 1986 .

My Commission Expires: 4-25-87

Patricia E. Allen
Notary Public in and for said County and State,
residing at 1860 Lincoln St., #1400
Denver, Co 80203

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April , 1986 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
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:

[redacted]rch 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-73977

Lease effective date
June 1, 1951

PART I

1. Assignee's Name
Celeron Oil & Gas Company

L-0202-0001

Address *(include zip code)*
5445 DTC Parkway, Suite 1100
Englewood C) 80111

The undersigned, as owner of 4.16675 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 32 North, Range 114 West, 5th P.M.
Section 20: NE¼, N½SE¼
Sublette County, Wyoming
Containing 240.00 acres, more or less

Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming

Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purchase Contract #01242 dated November 21, 1966.

213691

RECORDED September 15 1986 8:04 AM
IN BOOK 77 O&G PAGE 352
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	4.16675%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	.26042%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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

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

Executed this 31st day of July, 1986.
The Petan Company (Predecessor in interest to Palmer G. Jackson, Trustee of the Petan Trust)

Palmer G. Jackson
(Assignor's Signature)

P.O. Box 5580
(Assignor's Address)

Palmer G. Jackson, Trustee

Santa Barbara, CA 93108
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, 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 SEP - 1 1986

By ANDREW L. TARSHIS (Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION (Title) AUG 18 1986 (Date)

352

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

For Assigned

PART II

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

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

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

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

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

Executed this 4th day of August, 19 86.

CELERON OIL AND GAS COMPANY

William H. Galac

(Assignee's Signature)

5445 DTC Parkway, Suite 1100

(Assignee s Address)

William H. Galac, Attorney-in-Fact

Englewood, Colorado 80111

(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of August, 19 86 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 STATE OF COLORADO

Gloria West
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:

March 27, 1989

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

STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA BARBARA)

PALMER G. JACKSON, known to me to be Trustee for Petan Company, did appear before me this 31st day of July, 1986 and acknowledge that he did sign the attached document.

Witness my hand and official seal.

OFFICIAL SEAL
JOANNE M GLODEK
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
My comm. expires AUG 29, 1989

Joanne M. Glodek
Notary Public

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-73977

Lease effective date
6-01-1951

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

PART I

1. Assignee's Name
CELERON OIL AND GAS COMPANY

L-0202-0001

Address (include zip code) DENVER CORPORATE CENTER, TOWER II,
SUITE 500, 7800 E. UNION PARKWAY,
DENVER, COLORADO 80237

The undersigned, as owner of 25.6670 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

213692

Township 32 North, Range 114 West, 6th P.M.
Section 20: NE¼,N½SE¼ Surface to 6724 feet

Containing 240.00 acres, more or less
Sublette County, Wyoming

Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purchase Contract #01242 dated November 21, 1966.

RECORDED September 15 1986 8:00 AM
IN BOOK 77 Ord PAGE 354
FEES $6.00 Laura Yabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

3. Specify interest or percent of operating rights being conveyed to assignee	25.6670%
4. Specify interest or percent of operating rights being retained by assignor	Ø
5. Specify overriding royalty interest being reserved by assignor	1.6041875%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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 19th day of March , 19 86.

Chandler & Associates, Inc.

Patti McDonald Chandler
(Assignor's Signature)
Patti McDonald Chandler, Vice President
ATTEST:
Diana J. Ivey, Assistant Secretary

1860 Lincoln St., #1400
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

JUN 13 1986
(Date)

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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 ___ 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.

ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in 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 18th day of April, 1986.

CELERON OIL AND GAS COMPANY

William H Galac

(Assignee's Signature)

William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100

(Assignee's Address)

Englewood, Colorado 80111

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

I, Patricia E. Allen, a Notary Public in and for said County and State, do hereby certify that Patti McDonald Chandler, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Chandker & Associates, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 19th day of March, 1986.

My Commission Expires: 4-25-87

Notary Public in and for said County and State,
residing at 1860 Lincoln St., #1400
Denver, Co 80203

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April, 1986 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.

[redacted] mission expires:

Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

[redacted]

OIL AND GAS FORM No. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
STATE OF WYOMING
~~UNITED STATES~~ OIL AND GAS LEASE 82-0019

~~DISTRICT~~ LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Rush B. Locke, P.O. Box 686, Casper, Wyoming 82602, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Rush B. Locke Trustee	P.O. Box 686 Casper, Wyoming 82602	½%

213758

RECORDED September 19 1986 9:00 AM
IN BOOK 77 Misc. PAGE 356
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided one-half of one percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 30 North, Range 108 West, 6th P.M.

Section 16: S½

Section 36: ALL

Containing 960.00 acres, more or less.

of Section XXX Township XXX Range XXX containing 960.00 acres more or less,
WITNESS our hands this 3rd day of September, 19 86 .

Witnesses:

Judy L. Harkins

Rush B. Locke

State of Wyoming }
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Rush B. Locke

this 3rd day of September, 19 86

Witness my hand and official seal.

JUDY L. HARKINS - Notary Public
County of Natrona State of Wyoming

Judy L. Harkins
Notary Public

My Commission expires:

356

215

OIL AND GAS FORM No. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-011160

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Rush B. Locke, P.O. Box 686, Casper, Wyoming 82602

, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Rush B. Locke Trustee	P.O. Box 686 Casper, Wyoming 82602	1%

21375

RECORDED September 19 1986 2:04 PM
IN BOOK 77 Misc PAGE 357
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Being in all a total of an undivided one percent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 36 North, Range 112 West, 6th P.M.

Section 20: SW¼SE¼

Section 29: NW¼NE¼

Containing 80.00 acres, more or less.

of Section xxx Township xxx Range xxx containing 80.00 acres more or less,
WITNESS our hands this 3rd day of September, 19 86.

Witnesses:

Judy L. Harkins

Rush B. Locke

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Rush B. Locke

this 3rd day of September, 19 86

Witness my hand and official seal.

JUDY L. HARKINS - Notary Public
County of Natrona, State of Wyoming

Judy L. Harkins
Notary Public

My Commission expires: [redacted]

[redacted] [redacted] [redacted]

RELEASE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MESA OPERATING LIMITED PARTNERSHIP, does hereby release all its right, title and interest in and to the following described oil and gas lease situated in Sublette County, Wyoming, to wit:

LEASE NO.:	01-04-WY-0264-0001-001-0
DATE:	July 17, 1981
LESSOR:	Mayme Ball Devine and Raymond A. Devine, wife and husband
LESSEE:	MTS Limited Partnership
DESCRIPTION:	See Attached Exhibit
RECORDED:	Book 62, Page 171

EXECUTED this 12 day of September, 1986.

MESA OPERATING LIMITED PARTNERSHIP
By: Pickens Operating Co.
General Partner

By: Neil O. Bowman
NEIL O. BOWMAN
Attorney-in-Fact

213760

RECORDED September 19 1986 9:00 AM
IN BOOK 77 Deeds PAGE 358
FEES $8.00 Lora J. Yabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 12 day of September, 1986, by NEIL O. BOWMAN, Attorney-in-Fact for Pickens Operating Co., General Partner of MESA OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the limited partnership.

Claudia Deupree
Notary Public

CLAUDIA DEUPREE
Notary Public, State of Texas
My Commission Expires 4-4-89

PARCEL I
Township 34 North, Range 113 West, 6th P.M.
Section 11: S½SW¼
Section 13: W½SW¼, SE¼SW¼, SW¼SE¼
Section 14: SE¼, NE¼SW¼, NW¼
Section 15: E½NE¼, NW¼NE¼, NE¼NW¼
Section 23: NE¼, N½SE¼
Section 24: NW¼, NW¼SW¼, W½NE¼, NE¼NE¼
Containing 1320 gross acres, more or less

PARCEL II
Township 34 North, Range 112 West, 6th P.M.
Section 6: Lot 5, SE¼NW¼
Township 34 North, Range 113 West, 6th P.M.
Section 1: S½NE¼
Containing 158.51 acres, more or less

PARCEL III
Township 34 North, Range 112 West, 6th P.M.
Section 7: Lots 3 and 4, N½SE¼, SW¼SE¼, E½SW¼
Section 8: NW¼SW¼
Section 18: Lots 1, 2, 3, 4, E½NW¼, NE¼SW¼, W½NE¼, NW¼SE¼
Section 19: Lot 1, NE¼NW¼
Township 34 North, Range 113 West, 6th P.M.
Section 1: N½SE¼, SE¼SE¼
Section 12: SE¼
Section 13: NE¼, N½SE¼, SE¼SE¼
Containing 1,352.22 gross acres.

Containing in all 2,830.73 acres, more or less

Raymond B Davies Dwayne Ball Devine
Signed for identification

Producers 88
Western States [redacted] [redacted]

OIL AND GAS LEASE

THIS AGREEMENT made this 4th day of December 19 85 between
C. R. O'Neil, also known as Charles Robert O'Neil and Helen Jenkins O'Neil, husband and wife
11125 Virgo Court
Sun City, Arizona 85351

Lessor (whether one or more), and Lessee, WITNESSETH: Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

1 Lessor in consideration of ten and more Dollars
($ 10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NE¼NE¼, S½NE¼, SE¼;

213792

RECORDED September 2 1986 10:30 AM
IN BOOK 77 O & G PAGE 360
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Sheehey, Deputy

Wherever the royalty "one-eighth" appears on this lease, it shall be deleted and deleted and "fifteen percent (15%)" shall be placed in lieu thereof.

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 280.00 acres whether it actually comprises more or less.

2 Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5 If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Medicine Bow Bank of Medicine Bow, Wyoming 82329 (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Two Hundred Eighty and No/100ths Dollars ($ 280.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee, and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7 Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8 Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor, shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9 Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

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10 The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

Signatures

X C. R. O'Neil

Address C. R. O'Neil, also known as Charles Robert O'Neil

X Helen Jenkins O'Neil

Address Helen Jenkins O'Neil

Taxpayer Identification or Social Security Number

_____

_____

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Arizona

County of MARICOPA ss.

On this 17th day of December in the year of 85, before me, a Notary Public within and for said County and State, personally appeared C. R. O'Neil, also known as Charles Robert O'Neil and Helen Jenkins O'Neil, husband and wife known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

My Commission Expires: Mar. 14, 1987

My Commission Expires:

E. Foreman

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

No._____

OIL AND GAS LEASE

FROM

TO

Date_____, 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

Record and Mail to:

Producers 88
Western States [redacted] [redacted] [redacted]

OIL AND GAS LEASE

THIS AGREEMENT made this 4th day of December 19 85, between
John Perry Barlow and Elaine Barlow, husband and wife
Cora, Wyoming 82925

Lessor (whether one or more), and Lessee, WITNESSETH: Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

1. Lessor in consideration of ten and more Dollars
($ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NE¼NE¼, S½NE¼, SE¼;

213793

RECORDED September 22 1986 10:30 AM
IN BOOK 77 Oil & Gas PAGE 362
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by: Carol A. Cheeney Deputy

Wherever the royalty "one-eigth" appears in paragraph # 3 of this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof.

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 280.00 acres whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~XX~~ five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Rock Springs National (Account # 4-0065-8) Bank of Rock Springs, Wyoming (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Two Hundred Eighty and No/100ths Dollars ($ 280.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

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10. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

Signatures:

X John Perry Barlow

Address John Perry Barlow

X Elaine Barlow

Address Elaine Barlow

Taxpayer Identification or Social Security Number

520-50-1362

521-68-7511

STATE OF CALIFORNIA

COUNTY OF Marin

On this Third *day of* January Nineteen Hundred and Eighty Six, *before me* Suzanne M. Gottlieb, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* John Perry Barlow, ~~personally known to me (or~~ *proved to me on the basis of satisfactory evidence) to be the person* ____ *whose name* is *subscribed to the within instrument, and acknowledged to me that* ____ *he* ____ *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California *County of* Marin *on the date set forth above in this certificate.*

OFFICIAL SEAL
SUZANNE M. GOTTLIEB
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Commission Expires September 26, 1986

Suzanne M. Gottlieb

Notary Public, State of California

My commission expires September 26, 1986

This document is only a general form which may be proper for use in simple transactions and in no way sets, or is intended to act, as a substitute for the advice on an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32—Acknowledgement to Notary Public-Individuals (c.c. sec. 1189.)

On this ____ day of ____ A.D. 19___, before me, a notary public in and for said county and state, appeared ____ to me personally known, who being by me duly sworn, did say that he is the ____ of said ____ and that the seal affixed to said corporation, by authority of its board of directors, and said ____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires:

Notary Public

OIL AND GAS LEASE

No.____

FROM

TO

Date____, 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

Record and Mail to:

Producers 88
Western States

OIL AND GAS LEASE

THIS AGREEMENT made this 4th day of December 19 85 between Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow and Donald I. Bailey, wife and husband
900 Donner Way, Apartment 304
Salt Lake City, Utah 84108
Lessor (whether one or more), and Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1 Lessor in consideration of ten and more Dollars
(I$ 10.00+), in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas (including, but not limited to, gas producible from coal-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NE¼NE¼, S½NE¼, SE¼:

213794

RECORDED September 22 1986 10:30 AM
IN BOOK 77 O&G PAGE 364
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Chesney, Deputy

Wherever the royalty "one-eighth" appears in paragraph # 3 of this lease, it shall be deleted and "fifteen percent (15%)" shall be placed in lieu thereof.

MB

of Section _____, Township _____, Range _____

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land covered within this lease shall be deemed to contain 280.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, or gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved 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; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land 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 product so sold or used, provided that on product sold at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor s wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in. Lessee may thereafter, in the manner provided herein for the payment or tender of delay rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, such well shall continue this lease in effect for a further period of one year. In like manner and upon like payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of $100.00.

5. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First Federal Savings and Loans (#580004963) XX Bank of 1442 Foothill Drive, Salt Lake City, Utah 84108 (which bank and its successors are Lessors agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Two Hundred Eighty and No/100ths Dollars ($ 280.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor or said bank, or the transfer of such funds to said bank on or before the rental paying date, shall be deemed payment herein as provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment, tender or transfer of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

6. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the expiration of sixty (60) days after the cessation of production or drilling or reworking operations on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 5 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term, if at the expiration of the primary term Lessee is conducting operations for drilling or reworking on this lease or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the primary term or, if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force so long as operations for drilling or reworking on any existing or succeeding well are being conducted with no cessation of more than one hundred twenty (120) consecutive days and, if such operations result in production, so long thereafter as oil or gas is produced from this lease.

7. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee s judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding one hundred and sixty (160) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of six hundred and forty (640) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

8. Lessee also shall have the right to unitize, pool or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor s consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right within a reasonable time after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor s consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any operations of Lessee.

Form 1229 Jan-83

10 The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from the leased premises or premises pooled therewith if such operations on or production from said premises is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Lessee shall pay all taxes based on the production from said lands, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said lands less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

13 Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said premises to the extent of the rights granted by this lease.

14 In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

Witness of Signature

_____

_____

Signatures

X Miriam J. Barlow Bailey

Address Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow

X _____

Address Donald I. Bailey

Taxpayer Identification or Social Security Number

520-46-8356

520-09-9098

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of UTAH

County of SALT LAKE ss.

On this 14th day of January in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow and Donald I. Bailey, wife and husband known to me to be the person s described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

12-14-88

My Commission Expires:

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____

My Commission Expires:

_____

Notary Public

No._____

OIL AND GAS LEASE

FROM

_____

TO

_____

_____

Date_____, 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

Record and Mail to:

FORM 1A-21-2 REV 3 15 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 4th day of December, 1985, from C. R. O'Neil, also known as Charles Robert O'Neil and Helen Jenkins O'Neil, husband and wife to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NE¼NE¼, S½NE¼, SE¼;

213795

RECORDED September 22 1986 10:30 AM
IN BOOK 77 O&G PAGE 366
FEES $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Sheehey Deputy

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date, and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
C. R. O'Neil. also known Charles Robert O'Neil and Helen Jenkins O'Neil, husband and wife 11125 Virgo Sun City, Arizona 85351	Medicine Bow Bank Medicine Bow, Wyoming 82329 Account #	$60.00

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 4th day of December 17, 19 85.

x C. R. O'Neil
C. R. O'Neil, also known as Charles Robert O'Neil
SS#

x Helen Jenkins O'Neil (SEAL)
Helen Jenkins O'Neil
SS# (SEAL)

(SEAL)

(SEAL)

-B-
366

Printed by P&M Printing (303) 893-1681

STATE OF Arizona }
COUNTY OF MARICOPA } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of December, 1985, personally appeared C. R. O'Neil, also krown as Charles Robert O'Neil and Helen Jenkins O'Neil, husband and wife

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

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 Mar. 14, 1987

Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

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

My Commission Expires: _____ Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____

County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

My Commission Expires: _____ Notary Public

No. _____

FROM

TO

Dated _____, 19___

No. Acres _____

_____ County, _____

_____ erm _____

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 TA-[redacted]-S 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 4th day of December, 1985, from John ~~Perry Barlow and Elaine Barlow, husband and wife~~, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NE¼NE¼, S½NE¼, SE¼;

213796

RECORDED September 22 1986 10:30 AM
IN BOOK 77 Oil & Gas PAGE 368
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by: Carol A. Sweeney, Deputy

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
John Perry Barlow and Elaine Barlow, husband and wife Cora, Wyoming 82925	Rock Springs National Bank 333 Broadway Rock Springs, Wyoming 82942 Account # 4-0065-8	$80.00

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 4th 30) day of ~~December~~ JANUARY, 19 ~~85~~ 86

x John Perry Barlow (SEAL)
John Perry Barlow
SS# 520-50-1362 (SEAL)

x Elaine Barlow (SEAL)
Elaine Barlow
SS# 521-68-7511 (SEAL)

(SEAL)

(SEAL)

-D-

368

Printed by P&M Printing (303) 893-1681

STATE OF Wyoming }
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 December, 19 85, personally appeared John Perry Barlow and Elaine Barlow, husband and wife

and _____

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

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.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Colorado
County of El Paso ss.

On this 31st day of January in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared Elaine Barlow

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

My Commission Expires September 20, 1989

My Commission Expires _____

Phyllis L. Light
Notary Public

STATE OF CALIFORNIA
COUNTY OF Marin

OFFICIAL SEAL
SUZANNE M. GOTTLIEB
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Commission Expires September 26, 1986

On this Third *day of* January Nineteen Hundred and Eighty Six, *before me* Suzanne M. Gottlieb, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* John Perry Barlow, ~~personally known to me~~ *proved to me on the basis of satisfactory evidence) to be the person whose name* is *subscribed to the within instrument, and acknowledged to me that* he *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California *County of* Marin *on the date set forth above in this certificate.*

Suzanne M. Gottlieb
Notary Public, State of California

My commission expires September 26, 1986

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice on an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32—Acknowledgement to Notary Public-Individuals (c.c. sec. 1189.)

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

FORM TA-21-2 REV 3 15 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated the 4th day of December, 1985, from Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow and Donald I. Bailey, wife and husband, as Lessors, to Springfield Oil Company, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Springfield Oil Company, 550 Petroleum Building, Denver, Colorado 80202 in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NE¼NE¼, S½NE¼, SE¼;

213797

RECORDED September 22 1986 10:30AM
IN BOOK 77 Oil & Gas PAGE 370
FEES $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

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 Springfield Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow and Donald I. Bailey, wife and husband 900 Donner Way, Apartment 304 Salt Lake City, Utah 84108	First Federal Savings and Loans 1442 Foothill Drive Salt Lake City, Utah 84108 Account # 580004963	$80.00

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 4th day of December, 19 85.

x Miriam J Barlow Bailey (SEAL)
Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow
SS# 520-46-8356

x [signature] (SEAL)
Donald I. Bailey
SS# 520-09-9098

(SEAL)

(SEAL)

(SEAL)

Printed by P&M Printing (303) 893-1681

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of January, 19 86, personally appeared Miriam J. Barlow Bailey, formerly known as Miriam J. Barlow and Donald I. Bailey, 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 12-14-88

Mary E. Tippetts
Notary Public.

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ in the year of 19___, before me, a Notary Public within and for said County and State, personally appeared _____

_____

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

_____
My Commission Expires:

_____
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

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

ASSIGNMENT

WHEREAS, Gladys J. Cunningham died January 17, 1983, and Walter K. Zott, Louis E. Zott and John David Zott succeeded to her estate by virtue of Final Decree of Distribution entered in the State of Wyoming.

WHEREAS, Walter K. Zott, Louis E. Zott and John David Zott now wish to assign, transfer and convey all of their right, title and interest in and to overriding royalty interests affecting the hereinafter described property.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the undersigned hereby sell, assign and convey all their right, title and interest in and to the following described mineral interests and all royalty payments as set forth herein to Eagle Venture I, a Colorado joint venture:

SW/4 SE/4, SW/4 SW/4 NW/4, Lot 8 of Section 1, T28N-R114W, 6th P.M., SUBLETTE COUNTY, WYOMING;

SW/4 SW/4 NW/4 & W/2 NW/4 SW/4 & W/2 SW/4 SW/4 of Section 1, T28N-R114W, 6th P.M., SUBLETTE COUNTY, WYOMING;

Lot 7, SE/4 NW/4 Section 1, T28N-R114W, 6th P.M., containing 70.45 acres, SUBLETTE COUNTY, WYOMING; and

W/2 Lot 8, W/2 SW/4 NW/4 and W/2 W/2 SW/4 Section 1, T28N-R114W, 6th P.M., SUBLETTE COUNTY, WYOMING.

This assignment shall be effective for not only the mineral interests described above but all funds available from and after February 14, 1983.

213899

RECORDED September 25 1986 9:05 AM
IN BOOK 77 of D PAGE 372
FEES $6 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Walter K. Zott
Walter K. Zott Tax ID 84-6178283

Louis E. Zott
Louis E. Zott

John David Zott
John David Zott

STATE OF COLORADO)
) SS.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 22nd day of September, 1986, by Walter K. Zott, Louis E. Zott and John David Zott.

My commission expires: December 30, 1987.

Lori Burhorn
Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that ROLAND C. WIGHTMAN, individually and as Personal Representative of the Estate of BIRGIT K. PRESTON, for valuable consideration, does hereby assign and transfer to HELEN F. FAULKNER, any overriding royalties, interest and/or stock in the Estate of BIRGIT K. PRESTON, being:

BelNorth Petroleum Corporation
10000 Old Katy Road
Houston, Texas 77055
1095 - 999 Ruben Unit
1182 - 999 Long Island Unit
Sublette County, Wyoming

and said installment payments shall be made to said Assignee, HELEN F. FAULKNER at N. 5503 Elgin, Spokane, Washington 99205.

DATED at Spokane, Washington, this 27 day of June, 1986.

Roland C. Wightman
ROLAND C. WIGHTMAN

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me ROLAND C. WIGHTMAN to me known to be the individual described in and who executed the within and foregoing instrument, and acknolwedged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of June, 1986.

Antoinette Lee
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

213840

RECORDED September 25 1986 9:00 A M
IN BOOK 77 Deed PAGE 374
FEES $12.25 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that RALPH C. FAULKNER, the only heir and surviving son of BIRGIT KATHARINE PRESTON, in consideration of love and affection hereby assigns and transfers to HELEN F. FAULKNER, his wife, any overriding royalties, interests and/or stock in the Estate of BIRGIT K. PRESTON, being:

Belnorth Petroleum Co.

1095 - 999 Ruben Unit

1182 - 999 Long Island Unit

Sublette County, Wyoming

and said installment payments shall be made to said Assignee, HELEN F. FAULKNER, at N. 5503 Elgin, Spokane, Washington 99205.

DATED at Spokane, Washington, this 18th day of June, 1986.

RALPH C. FAULKNER

STATE OF WASHINGTON)
) ss
COUNTY OF SPOKANE)

On this day personally appeared before me RALPH C. FAULKNER to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of June, 1986.

ROLAND C. WIGHTMAN COMMISSION EXPIRES NOTARY PUBLIC APR. 3, 1989 STATE OF WASHINGTON

Roland C. Wightman
Notary Public in and for the State of Washington, residing at Spokane.

Address of BelNorth Petroleum Corporation:
10000 Old Katy Road
Houston, Texas 77055

Long Island Unit

Tract No.	Description	No. of Ac.	Serial No. Exp. Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest & Percentage
34	T29N., R112W. Section 23: $NE\frac{1}{4}$, $NWSE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ Section 26: $NE\frac{1}{4}NE\frac{1}{4}$	320.00	W-053447 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Maxine C. Haight -0.750000% J.H.Morgan, Sr. -0.525000% Morgan (JH) Gas & Oil Company -0.600000% Justheim Petroleum Company -0.843750% C.I.Justheim -0.481250%	Belco Petroleum Corporation-100%
42	T30N., R.112W. Section 29: $W\frac{1}{2}NW\frac{1}{4}$	80.00	W-055073 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Dorine W. Swigert -0.750000% C.I.Justheim -1.875000% J.H.Morgan, Sr. -1.875000% David Kane -0.750000% Birgit K.Preston -0.375000% A.G.McClintock -0.375000%	Belco Petroleum Corporation-100%
43	T30N., R.112W. Section 20: $SW\frac{1}{4}SW\frac{1}{4}$	40.00	W-056555 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Dawn M. Delvie-0.125000% * Birgit K.Preston-0.375000% A.G.McClintock-0.375000% David Kane -0.750000% C.I.Justheim -1.187500% J.H.Morgan, Sr.-1.587500% Justheim Petroleum Company -1.000000% Morgan (JH) Gas & Oil Company -0.600000%	Belco Petroleum Corporation-100%

* Roland C. Wightman
Personal Rep. of Est.

Exhibit A2

Tract No.	Description	No. of Ac.	Serial No. Exp. Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest & Percentage
86	T30N., R112W. Section 19: $E\frac{1}{2}SW\frac{1}{4}$	80.00	E-024445 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Same as Tract 43	Belco Petroleum Corporation-100%
87	T30N., R112W. Section 19: $NE\frac{1}{4}NW\frac{1}{4}$	40.00	E-024445E HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Phillip Port -0.500000% J.H.Morgan,Sr. -1.737500% Morgan (JH) Gas & Oil Company -1.200000% C.I.Justheim -0.734375% Justheim Petroleum Company -2.203125% Dawn M.Delvie -0.125000%	Belco Petroleum Corporation-100%
88	T30N., R112W. Section 30: $NW\frac{1}{4}NE\frac{1}{4}$	40.00	E-024526 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Same as Tract 42	Belco Petroleum Corporation-100%
89	T30N., R.112W. Section 19: $SE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$	320.00	W-27641 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	J.H.Morgan,Sr.-1.587500% Birgit K. Preston -0.375000% C.I.Justheim -1.187500% Justheim Petroleum Company -1.000000% Dawn M.Delvie -0.125000% David Kane -0.750000% A.G.McClintock-0.375000%	Belco Petroleum Corporation-100%
90	T30N., R112W. Section 30: $NE\frac{1}{4}NE\frac{1}{4}$	40.00	W-27642 HBP	U.S.A.-All	Belco Petroleum Corporation-100%	Same as Tract 42	Belco Petroleum Corporation-100%

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Exhibit A-3

5/26/72

Revised ~~August 26, 1971~~

EXHIBIT "B"
RUBEN UNIT AREA
SUBLETTE COUNTY, WYOMING

Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
T. 30 N., R. 112 W. Sec. 19: E½SW¼	80.00	Ev.024445 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	A.G.McClintock .375% J.H.Morgan, Sr. 1.5875% 1.588 C.I.Justheim 1.1875% 1.188 B.K.Preston .375% David Kane .75% Morgan (J.H.) Gas & Oil Company .6% Justheim Petroleum Company 1.00% Dawn M.Delvie .125%	Belco Petroleum Corporation 100%
T. 30 N., R. 112 W. Sec.30: S½NW¼NE¼, NW¼NW¼NE¼	30.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Dorine Swigert .750% J.H.Morgan, Sr. 1.875% C.I.Justheim 1.875% B.K.Preston .375% David Kane .750% A.G.McClintock .375%	Belco Petroleum Corporation 50% Chandler & Associates, Inc.- 50%
T. 30 N., R. 112 W. Sec.30: NE¼NW¼NE¼	10.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Same as Tract No. 2 6%	Belco Petroleum Corporation-100%
T. 30 N., R. 112 W. Sec. 30: NE¼NW¼	40.00	Ev.024526-G Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	J.H.Morgan, Sr. 1.875% C.I.Justheim 1.875% A.G.McClintock .375% B.K.Preston .375% David Kane .75% Dorine Swigert .75% Arthur M.Walter .5% 6.5%	Belco Petroleum Corporation-50% Chandler & Associates, Inc.- 50%

378

AMENDMENT TO OIL AND GAS LEASE

This Amendment to Oil and Gas Lease is executed the day and year hereinafter stated by and between BELCO DEVELOPMENT CORPORATION with an office at P.O. Box 5610 TA, Denver, Colorado 80217 and CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver Colorado 80202, hereinafter referred to as "Lessees," and JAMES M. MILLER, whose address is Daniel, Wyoming 83115, and MILDRED M. MILLER, a widow, whose address is Big Piney, Wyoming 83113, and ROBERT M. MILLER, JR. and TARA MILLER, his spouse, whose address is P. O. Box 675, Big Piney, Wyoming 83113, and Kathleen Anne Miller, a single woman, whose address is Big Piney, Wyoming 83113, and Patricia Mildred Miller, a/k/a Patricia M. Roberts, and Shad Z. Roberts, her spouse, whose address is Big Piney, Wyoming 83113, and Mathew Daniel Miller, a single man, whose address is Big Piney, Wyoming 83113, hereinafter referred to as "Lessors." The recited persons and entities may be referred to herein as "the Parties Hereto."

WHEREAS, an oil and gas lease dated April 17, 1959 was executed by Robert L. Miller and Mildred M. Miller in favor of Belco Petroleum Corporation, which oil and gas lease appears of record in Book 24 at Page 3, Sublette County, Wyoming oil and gas records (the "Subject Lease"). The Subject Lease covers the following described lands:

T. 29 N., R. 111 W., 6th P.M.
Sec. 6: Lots 6, 7, E/2SW/4, SE/4
Sec. 7: NE/4, E/2W/2, Lots 1, 2, 3, 4

T. 29 N., R. 112 W., 6th P.M.
Sec. 1: Lots 2, 3, 4, SW/4NE/4, S/2NW/4, and S/2
Sec. 2: Lots 1, 2, 3, 4, S/2N/2, S/2
Sec. 3: Lots 1, 2, 3, 4, S/2N/2, S/2
Sec. 4: Lots 1, 2, 3, 4, S/2N/2, E/2SW/4, and SE/4
Sec. 5: Lot 1, SE/4NE/4
Sec. 9: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4, and SE/4SE/4
Sec. 10: N/2N/2, S/2NW/4, N/2SW/4
Sec. 11: NW/4NE/4, N/2NW/4

T. 30 N., R. 112 W., 6th P.M.
Sec. 32: SE/4SE/4
Sec. 33: S/2
Sec. 34: S/2NE/4, S/2
Sec. 35: W/2NE/4, W/2, SE/4
Sec. 36: SW/4, W/2SE/4

213841

RECORDED September 25 1986 9:00 AM
IN BOOK 77 Oil & G PAGE 379
FEES $47.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

WHEREAS, the interest of Robert L. Miller, et ux, in the mineral estate underlying the above captioned lands is presently owned by Lessors; and

WHEREAS, the entire working interest in the Subject Lease is now owned by Belco Development Corporation and Chandler and Associates, Inc.; and

WHEREAS, the Subject Lease was committed to and made subject to the terms and provisions of the Long Island Unit Agreement, an exploratory unit formed under the terms of the Mineral Leasing Act of 1920, 30 U.S.C. §181, et seq. The Long Island Unit Agreement is recorded in Book 260 at Page 395, Sublette County, Wyoming oil and gas records; and

WHEREAS, the term of the Subject Lease is three (3) years from July 11, 1959, as long thereafter as oil or gas production continues, as more particularly set forth therein and in the Long Island Unit Agreement. Pursuant to the terms and provisions of the Long Island Unit Agreement, and based upon production achieved under the terms thereof, the Subject Lease is presently in full force and effect; and

WHEREAS, the parties desire to amend the Subject Lease on the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration and of the mutual benefits to the parties hereto provided by the terms hereof, it is hereby stipulated and agreed as follows:

1. In consideration for execution of this document, Lessees will tender to Lessor the sum of $15,000.00, payable as follows: $7,500.00 with execution hereof, the receipt and sufficiency of which is acknowledged; $7,500.00 on or before August 1, 1987.

2. The Subject Lease is amended by addition of the following:

(a) The lands covered by the Subject Lease are divided into three tracts as follows:

Tract 1

Township 29 North, Range 111 West
Section 6: Lots 6, 7, E/2SW/4, SE/4
Section 7: Lots 1, 2, 3, 4, E/2W/2, NE/4
Township 30 North, Range 112 West
Section 36: W/2SE/4
Township 29 North, Range 112 West
Section 1: Lot 2, SW/4NE/4, SE/4
Containing approximately 1,120 acres

Tract 2

Township 30 North, Range 112 West
Section 35: W/2, W/2E/2, E/2SE/4
Section 36: SW/4
Township 29 North, Range 112 West
Section 1: Lots 3, 4, S/2NW/4, SW/4
Section 2: All
Section 11: N/2NW/4, NW/4NE/4
Containing approximately 1,800 acres

Tract 3

Township 30 North, Range 112 West
Section 32: SE/4SE/4
Section 33: S/2
Section 34: S/2, S/2NE/4
Township 29 North, Range 112 West
Section 3: All
Section 4: 1-4, S/2N/2, SE/4, E/2SW/4
Section 5: Lot 1, SE/4NE/4
Section 9: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4
Section 10: N/2N/2, S/2NW/4, N/2SW/4
Containing approximately 2,760 acres

(b) Lessees may, on or before August 1, 1986, drill or cause to be drilled an exploratory well in search of oil and gas at a location of its choice on Tract 1 above. If commenced, Lessees will thereafter continue the drilling of such well with due diligence to a depth of its choice with reasonable expectation of the discovery of oil and gas. Said test well will be drilled, tested and completed or, if a dry hole, will be plugged and abandoned and the premises restored in a good and workmanlike manner within a reasonable period of time after commencement of drilling.

If encountering impenetrable substances or other conditions make further drilling impracticable are encountered, Lessees may discontinue the drilling of a test well before reaching a depth reasonably expected to contain deposits of oil and gas. Lessees then shall have the right to drill a substitute test well at a location of its choice on Tract 1 provided that drilling of the substitute well is commenced not later than thirty (30) days after abandonment of the original test well. Such substitute test well shall be drilled in the manner specified herein for the original test well. If such test well is commenced, drilled and completed as herein provided, Lessees shall have complied with this agreement to the same extent as if the original test well had been commenced, drilled and completed in accordance herewith. Each reference to a test well shall include any substitute well therefor.

Should Lessees fail to timely commence a test well as required by this paragraph and complete same as a commercial producer of oil and/or gas, it shall, as its sole and only liability therefor, and subject to the other terms hereof, release, remise and quitclaim to Lessors all of its right, title and interest in the subject Lease as Tract 1 above. Should Lessees timely drill the test well provided for herein but fail to achieve commercial production, then Lessees shall have the option for a period of one

(1) year from the date of rig release from the unsuccessful test to commence drilling another test well on Tract 1 or to perform remedial work on an existing well in an attempt to establish commercial production on the same terms specified for the initial test well. Lessees shall have similar, successive one (1) year options after rig release of each well drilled on Tract 1 which fails to achieve commercial production, provided that such options shall in the absence of commercial production on Tract 1 terminate as to Tract 1 five (5) years from the date hereof. "Commercial production" is defined as sufficient production to pay operating costs plus a reasonable return on such costs, but not including recovery of drilling or completion costs.

(c) Lessees may, on or before August 1, 1987, drill or cause to be drilled, a test well at a location of its choice on Tract 2 above. Such drilling of a test well shall be on the same terms and conditions specified in paragraph (b) for drilling on Tract 1.

Should Lessees fail to timely commence a test well as required by this paragraph and complete same as a commercial producer of oil and/or gas, it shall, as its sole and only liability therefor, and subject to the other terms hereof, release, remise and quitclaim to Lessors all of its right, title and interest in the subject Lease as Tract 2 above. Should Lessees timely drill the test well provided for herein but fail to achieve commercial production, then Lessees shall have the option for a period of one (1) year from the date of rig release from the unsuccessful test to commence drilling another test well on Tract 2 or to perform remedial work on an existing well in an attempt to establish commercial production on the same terms specified for the initial test well. Lessees shall have similar, successive one (1) year options after rig release of each well drilled on Tract 2 which fails to achieve commercial production, provided that such options shall in the absence of commercial production on Tract 2 terminate as to Tract 2 five (5) years from the date hereof. "Commercial production" is defined as sufficient production to pay operating costs plus a reasonable return on such costs, but not including recovery of drilling or completion costs.

(d) Lessees may, on or before August 1, 1988, drill or cause to be drilled, a test well at a location of its choice on Tract 3 above. Such drilling of a test well shall be on the same terms and conditions specified in paragraphs (b) and (c) above for drilling on Tracts 1 and 2, respectively.

Should Lessees fail to timely commence a test well as required by this paragraph and complete same as a commercial producer of oil and/or gas, it shall, as its sole and only liability therefor, and subject to

the other terms hereof, release, remise and quitclaim to Lessors all of its right, title and interest in the subject Lease as Tract 3 above. Should Lessees timely drill the test well provided for herein but fail to achieve commercial production, then Lessees shall have the option for a period of one (1) year from the date of rig release from the unsuccessful test to commence drilling another test well on Tract 3 or to perform remedial work on an existing well in an attempt to establish commercial production on the same terms specified for the initial test well. Lessees shall have similar, successive one (1) year options after rig release of each well drilled on Tract 3 which fails to achieve commercial production, provided that such options shall in the absence of commercial production on Tract 3 terminate as to Tract 3 five (5) years from the date hereof. "Commercial production" is defined as sufficient production to pay operating costs plus a reasonable return on such costs, but not including recovery of drilling or completion costs.

3. The Subject Lease is further amended by striking paragraph 10 thereof.

4. In consideration for execution and delivery of this Amendment on behalf of Lessees, Lessor does hereby acknowledge and agree that the Subject Lease is validly held beyond its primary term by continuous production attributable to it pursuant to the terms of the Long Island Unit Agreement described above. Lessors further agree that all specified and implied obligations relative to the Subject Lease have been fully complied with and maintained by Lessees as of this date, and that the Subject Lease is presently in full force and effect as to all the lands covered thereby. In confirmation thereof, Lessors, on behalf of themselves, their successors and assigns, do hereby ratify, adopt and confirm the recited oil and gas lease as herein amended, and do lease, let and demise all their right, title and interest in and to the lands described above on the terms set forth in the Subject Lease as herein amended.

5. Except as herein amended, the terms and provisions of the Subject Lease are unchanged. All clauses and provisions pertaining to cessation of production, reworking and recompletion, and shutting in of gas wells shall be applicable to the oil and gas wells drilled pursuant to the terms of this Amendment. It is recognized and agreed, however, that paragraph 5 of the Subject Lease dealing with drilling of dry holes prior to discovery of oil or gas, is not now applicable, there having been oil and gas discovered on the lands covered by the Subject Lease prior to this date.

6. The terms, covenants and conditions hereof shall be a covenant running with the land and shall be binding upon the undersigned, their respective heirs, successors and assigns forever.

7. This Amendment of Oil and Gas Lease may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon all parties executing the same, regardless of execution by all other parties.

Executed this 13th day of June, 1986.

"LESSEES"

BELCO DEVELOPMENT CORPORATION

By: R. W. Usrey
Title: Vice President - Land

ATTEST:

By: Diana J. Ley
Title: Assistant Secretary

CHANDLER & ASSOCIATES, INC.

By: Patti McDonald Chandler
Title: Vice President

"LESSORS"

By: JAMES M. MILLER

By: ROBERT M. MILLER, JR.

By: TARA MILLER

By: MILDRED M. MILLER

By: KATHLEEN ANNE MILLER

7. This Amendment of Oil and Gas Lease may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon all parties executing the same, regardless of execution by all other parties.

Executed this 13th day of June, 1986.

"LESSEES"

BELCO DEVELOPMENT CORPORATION

By: John B. Dunnewald
Title: Agent & Attorney-in-Fact

CHANDLER & ASSOCIATES, INC.

By: Patti McDonald Chandler
Title: Vice President

ATTEST:
By: Diana J. Ley
Title: Assistant Secretary

"LESSORS"

By: JAMES M. MILLER

By: ROBERT M. MILLER, JR.

By: TARA MILLER

By: MILDRED M. MILLER

By: KATHLEEN ANNE MILLER

7. This Amendment of Oil and Gas Lease may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon all parties executing the same, regardless of execution by all other parties.

Executed this 13th day of June, 1986.

"LESSEES"

BELCO DEVELOPMENT CORPORATION

By: John B. Dunnewald
Title: Agent & Attorney-in-Fact

ATTEST:

CHANDLER & ASSOCIATES, INC.

By: Diana J. Ley
Title: Assistant Secretary

By: Patti McDonald Chandler
Title: Vice President

"LESSORS"

By: JAMES M. MILLER

By: ROBERT M. MILLER, JR.

By: TARA MILLER

By: MILDRED M. MILLER

By: KATHLEEN ANNE MILLER

7. This Amendment of Oil and Gas Lease may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon all parties executing the same, regardless of execution by all other parties.

Executed this 13th day of June, 1986.

"LESSEES"

BELCO DEVELOPMENT CORPORATION

By: John B. Dunnewald
Title: Agent & Attorney-in-Fact

ATTEST:

CHANDLER & ASSOCIATES, INC.

By: Diana J. Ley
Title: Assistant Secretary

By: Patti McDonald Chandler
Title: Vice President

"LESSORS"

By: JAMES M. MILLER

By: ROBERT M. MILLER, JR.

By: TARA MILLER

By: MILDRED M. MILLER

By: KATHLEEN ANNE MILLER

[redacted] [redacted] [redacted] be

7. This Amendment of Oil and Gas Lease may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon all parties executing the same, regardless of execution by all other parties.

Executed this 12 day of May, 1986.

"LESSEES"

BELCO DEVELOPMENT CORPORATION

By: John B. Dunnewald
Title: Agent & Attorney-in-Fact

ATTEST:

CHANDLER & ASSOCIATES, INC.

By: Diana J. Ley
Title: Assistant Secretary

By: Patti McDonald Chandler
Title: Vice President

"LESSORS"

By: JAMES M. MILLER

By: ROBERT M. MILLER, JR.

By: TARA MILLER

Mildred M. Miller

By: MILDRED M. MILLER

By: KATHLEEN ANNE MILLER

7. This Amendment of Oil and Gas Lease may be executed in any number of counterparts, each of which shall be deemed an original and shall be binding upon all parties executing the same, regardless of execution by all other parties.

Executed this 13th day of June, 1986.

"LESSEES"

BELCO DEVELOPMENT CORPORATION

By: John B. Dunnewald
Title: Agent & Attorney-in-Fact

ATTEST:

CHANDLER & ASSOCIATES, INC.

By: Diana J. Ley
Title: Assistant Secretary

By: Patti McDonald Chandler
Title: Vice President

"LESSORS"

By: JAMES M. MILLER

By: ROBERT M. MILLER, JR.

By: TARA MILLER

By: MILDRED M. MILLER

By: KATHLEEN ANNE MILLER

Patricia Mildred Miller
Patricia M Roberts

By: PATRICIA MILDRED MILLER
a/k/a PATRICIA M. ROBERTS

Shad Z Roberts

By: SHAD Z. ROBERTS

By: MATHEW DANIEL MILLER

BDC Lease No. 1180-039

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared James M. Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Robert M. Miller, Jr. and Tara Miller, his spouse, 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, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

7b

ENRON OIL
DENVER, CO
RECEIVED
SEP 3 1986

By: PATRICIA MILDRED MILLER~~~~
a/k/a PATRICIA M. ROBERTS

By: SHAD Z. ROBERTS

By: MATHEW DANIEL MILLER

BDC Lease No. 1180-039

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared James M. Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Robert M. Miller, Jr. and Tara Miller, his spouse, 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, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

8a

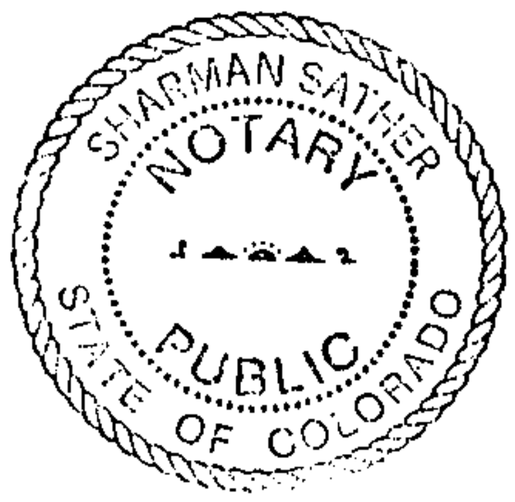
STATE OF COLORADO)
:ss.
CITY AND
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13th day of June, 1986, by R. W. Usrey.

Witness my hand and official seal.

My Commission Expires:

6-11-88



Sharman Sather

Sharman Sather - Notary Public

Residing at:
1801 California St. Suite 4800
Denver, Colorado 80202-2648

2654L

86

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

I, Patricia E. Allen, a Notary Public in and for said County and State do hereby certify that Patti McDonald Chandler, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Chandler & Associates, Inc., a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that she is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and her execution thereof to be the free and voluntary act and deed of said corporation, and her own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 1st day of May, 1986.

My Commission Expires: April 25, 1987

Patricia E. Allen, Notary Public
1860 Lincoln, Suite 1400
Denver, Colorado 80203

By: PATRICIA MILDRED MILLER
a/k/a PATRICIA M. ROBERTS

By: SHAD Z. ROBERTS

By: MATHEW DANIEL MILLER

BDC Lease No. 1180-039

STATE OF ~~WYOMING~~ ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 28th day of June, 1986, before me personally appeared James M. Miller 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.

Given under my hand and seal this 28th day of June, 1986.

My Commission Expires:

10/7/86

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Robert M. Miller, Jr. and Tara Miller, his spouse, 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, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

Notary Public

By: PATRICIA MILDRED MILLER
a/k/a PATRICIA M. ROBERTS

By: SHAD Z. ROBERTS

By: MATHEW DANIEL MILLER

BDC Lease No. 1180-039

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared James M. Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 28th day of May, 1986, before me personally appeared Robert M. Miller, Jr. and Tara Miller, his spouse, 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, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 28th day of May, 1986.

My Commission Expires:
September 10, 1986

Notary Public

KATHLEEN A. KNOTT
NOTARY PUBLIC
SUBLETTE COUNTY, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 12th day of May, 1986, before me personally appeared Mildred M. Miller 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.

Given under my hand and seal this 12th day of May, 1986.

My Commission Expires:

1/23/89

Georgia Costello
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Kathleen Anne Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Patricia Mildred Miller, also known as Patricia M. Roberts, and Shad Z. Roberts, her spouse, 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, including the release and waiver of the right of homestead; the said husband having been by me fully apprised of his right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

8f

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Mildred M. Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 19th day of May, 1986, before me personally appeared Kathleen Anne Miller 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.

Given under my hand and seal this 19th day of May, 1986.

My Commission Expires:

January 10, 1987

Kathleen A. Lenzi
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Patricia Mildred Miller, also known as Patricia M. Roberts, and Shad Z. Roberts, her spouse, 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, including the release and waiver of the right of homestead; the said husband having been by me fully apprised of his right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Mildred M. Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1986, before me personally appeared Kathleen Anne Miller 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.

Given under my hand and seal this _____ day of _____, 1986.

My Commission Expires:

_____

_____
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 16th day of May, 1986, before me personally appeared Patricia Mildred Miller, also known as Patricia M. Roberts, and Shad Z. Roberts, her spouse, 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, including the release and waiver of the right of homestead; the said husband having been by me fully apprised of his right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 16TH day of May, 1986.

My ~~Commission~~ Expires:
January 6, 1987

Lois J. Yaker by Joni M. Peters
~~Notary Public~~
County Clerk

8h

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 26th day of August, 1986, before me personally appeared Mathew Daniel Miller 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.

Given under my hand and seal this 26th day of August, 1986.

My Commission Expires:

April 1, 1990

Corie Rybak - Notary Public
County of Teton
State of Wyoming
My Commission Expires April 1, 1990

Corie Rybak
Notary Public

2654L

SEP 22 1986

LAND DEPT.
WYOMING STATE OFFICE

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
USA-W-73977

Lease effective date
June 1, 1951

PART I

1. Assignee's Name
CELERON OIL AND GAS COMPANY

L-0202-0001

Address *(include zip code)*
5445 DTC Parkway, Suite #1100
Englewood, Colorado 80111

The undersigned, as owner of 6.6666 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 32 North, Range 114 West, 6th P.M.
Section 20: The Northeast quarter (NE/4) and the North half of the Southeast quarter (N/2SE/4), Sublette County, Wyoming, INSOFAR AND INSOFAR ONLY as said Operating Rights in and to said Oil and Gas Lease cover and bear upon oil and gas rights from the surface of the earth down to and including the stratigraphic equivalent of 100 feet below the depth of 6,750 feet as found in the Celeron Oil and Gas Company #43-20 Mickelson Creek, located 1,400 feet from the South line and 200 feet from the East line of the Northeast quarter of the Southeast quarter (NE/4SE/4) of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.
This Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made subject to the terms, conditions and provisions of an Assignment of Operating Rights (Federal Oil and Gas Leases-Depth Restrictions), dated February 28, 1985, from Dietrich Resources Corporation, as Assignor, to and in favor of Celeron Oil and Gas Company, as Assignee.

213842

RECORDED September 25 1986 9:00 A.M.
IN BOOK 77 Misc PAGE 400
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McSherri

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	6.25%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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

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

Executed this 20th day of August, 1986.
ZKB PROPERTIES, as to an undivided 3.3333%

(Assignor's Signature)
ZACH K. BRINKERHOFF, JR.
GENERAL PARTNER

Suite #3410, Anaconda Tower, 555 17th Street
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 19 1986
(Date)

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

400

PART II

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

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

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

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

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

Executed this 25th day of August , 19 86 .

CELERON OIL AND GAS COMPANY

William H. Galac
(Assignee's Signature)

William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of August, 19 86 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 COLORADO SEAL

Gloria West
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:
March 27, 1989

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

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

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

he Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
his information is being collected pursuant to the law (43 CFR 3106–3(c)).
his information will be used to create a record of lease assignment.
esponse to this request is required to obtain a benefit.

GPO 836-844

Executed this 20th day of August, 1986
MHB PROPERTIES, as to an undivided .083332%

By _____
M. H. BRINKERHOFF
GENERAL PARTNER

Suite #3410, Anaconda Tower, 555 17th Str

Denver, Colorado 80202

Executed this 20th day of August, 1986
RWB OIL CORPORATION, as to an undivided .083332%

By _____ President
M. H. BRINKERHOFF, VICE PRESIDENT

ATTEST

By _____ Secretary
R. D. MANSBRIDGE
ASSISTANT SECRETARY

Suite #3410, Anaconda Tower, 555 17th Str

Denver, Colorado 80202

Executed this 20th day of August, 1986
BRINKERHOFF ENTERPRISES, LTD., as to an undivided .083333%

By _____
ZACH K. BRINKERHOFF, JR.
GENERAL PARTNER

Suite #3410, Anaconda Tower, 555 17th Stre

Denver, Colorado 80202

Executed this 20th day of August, 1986

_____
E. E. HEISER, as to an undivided .083333%

6965 South Garfield Way

Littleton, Colorado 80122

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 20th day of August, 1986, personally appeared Zach K. Brinkeroff, Jr., the General Partner for BRINKERHOFF ENTERPRISES, LTD., a Colorado Limited Partnership, 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 and 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.

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

My Commission Expires:
My Commission expires July 18, 1989

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20th day of August, 1986, personally appeared E. E. HEISER, 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.

Patricia L. Willett
NOTARY PUBLIC
whose address is:
15895 E. Oxford Ave.
Aurora, Colo. 80013

My Commission Expires:
My Commission Expires June 2, 1988

PATRICIA L. WILLETT NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGMENTS

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 20th day of August, 1986, personally appeared Zach K. Brinkerhoff, Jr., the General Partner for ZKB Properties, a Colorado General Partnership, 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 and 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.

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
My Commission expires July 18, 1989

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

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 20th day of August, 1986, personally appeared M.H. Brinkerhoff, the General Partner for MHB Properties, a Colorado General Partnership, 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 and 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.

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
My Commission expires July 18, 1989

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

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

BEFORE ME, a Notary Public in and for said County and State, on this 20th day of August, 1986, personally appeared M.H. Brinkerhoff, known to me to be the Vice President of RWB OIL CORPORATION, a corporation, and to be the identical person who subscribed the name of RWB OIL CORPORATION to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
My Commission expires July 18, 1989

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE USA-W-98359, WY-62,038

KNOW ALL MEN BY THESE PRESENTS, That Rachel S. Grynberg, 5000 S. Quebec, Suite 500, Denver, Colorado 80237, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS		PER CENT
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Rachel Susan Grynberg beneficiary under the "Rachel Susan Trust"	5000 S. Quebec Suite 500 Denver, Colorado	80237	2.0833% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Stephen Mark Grynberg beneficiary under the "Stephen Mark Trust"	5000 S. Quebec Suite 500 Denver, Colorado	80237	2.0833% of 8/8ths
Celeste C. Grynberg and Dean G. Smernoff as Co-Trustees for Miriam Zela Grynberg beneficairy under the "Miriam Zela Trust"	5000 S. Quebec Suite 500 Denver, Colorado	80237	2.0834% of 8/8ths

Whose trust agreement may be found recorded in Denver County, Colorado, Book 2049, Pages 71-96.

Being in all a total of an undivided 6.25% of 8/8ths (six point twenty-five percent of eight eighths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 28 North - Range 106 West
Section 27: All
28: E½
34: N½
35: NW¼

Containing 1440.00 acres, more or less.

WITNESS our hands this 22nd day of September, 19 86

Witnesses:

Rachel S. Grynberg

213895

RECORDED September 30 1986 11:00 AM
IN BOOK 77 O+G PAGE 405
FEES 4.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

On the 22nd day of September, 19 86, before me personally appeared Rachel S. Grynberg, the signor of the above instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC STATE OF COLORADO

My commission expires: 3/13/90

Linda L. Magnuson
Notary Public
Residing in: Linda L. Magnuson
5000 S. Quebec, Ste. 500
Denver, Colorado 80237

[redacted] [redacted] [redacted]

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-02736

Lease effective date
December 1, 1950

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

PART I

1. Assignee's Name

Nova Petroleum Corporation

Address *(include zip code)*

P.O. Box 11630, Salt Lake City, UT 84147

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

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

Township 31 North, Range 113 West
Section 33: NW/4NW/4, S/2NW/4

213933

Containing 120.00 acres of land, m/l,
and located in Sublette County, Wyoming

RECORDED October 3 1986 9:30 AM
IN BOOK 77 Orig PAGE 406
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McShane

* Surface of the ground to the stratigraphic equivalent of 3,300', plus 50' - 12½%
Stratigraphic equivalent of 3,300', plus 50' and below - 25%

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
*This conveyance is subject to the terms and provisions of Letter Agreement of July 25, 1986 between Samson and Nova.
I CERTIFY That the 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 August , 1986 .

SAMSON RESOURCES COMPANY

David F. Collins
(Assignor's Signature)

David F. Collins, President

ATTEST: Thomas F. Coleman

Thomas F. Coleman, Assistant Secretary

Samson Plaza, Two West Second Street
(Assignor's Address)

Tulsa, Oklahoma 74103
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 25 1986
(Date)

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

For Assignee

406

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 August, 1986.

Daniel E. Peel
(Assignee's Signature)

P.O. Box 11630
(Assignee's Address)

Daniel E. Peel, Vice President

Salt Lake City, Utah 84147
(City) (State) (Zip Code)

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

INSTRUCTIONS

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.

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 26th day of August, 1986, by David F. Collins, President of Samson Resources Company, an Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Malcolm Nash
Malcolm Nash
Notary Public in and for
Tulsa County, Oklahoma

My Commission Expires:
May 13, 1990

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] RECORDED Oct. 6 [redacted] 10:30 AM
IN BOOK 77 O & G PAGE 408
FEES $ 8.00 Lois J. Yako COUNTY CLERK
213948 SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

ASSIGNMENT OF OIL AND GAS LEASES

KNOWN ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, General Hydrocarbons 1981X Oil & Gas Program; 200 Transwestern II Building, Box 31515, Billings, Montana 59107-1515 ("ASSIGNOR"), does hereby bargain, sell, assign, transfer and convey unto Terra Resources, Inc., One Tabor Center, 1200 17th Street Suite 2200, Denver, Colorado 80202 ("ASSIGNEE") all of its working interest in the oil and gas lease described on Exhibit "A", attached hereto and made a part hereof, insofar as said lease covers the drill-site spacing unit for the Phillips State 1-16 test well located in the SW/4 Section 16, Township 27 North, Range 111 West, as established by the State of Wyoming Oil and Gas Commission, and an undivided 50% of its working interest insofar as said lease covers those parts of said lands lying outside the drill-site spacing unit for said test well. Said assignment is limited in depth from the surface to a depth of 10,707 feet, which is the depth drilled and deemed to be the stratigraphic equivalent of 10,500 feet as encountered in the Heron State #10-16 well located in the NW/4 Section 16, Township 27 North, Range 111 West, Sublette County, Wyoming, all in accordance with that certain Farmout Agreement dated September 27, 1985 between Assignee and ITR, et al.

The Assignor herein hereby expressly excepts, reserves and retains in said assignment an exclusive overriding royalty interest in said lease (hereinafter referred to as "said retained override") in the amount of five percent (5%) of 8/8ths of all oil, gas, casinghead gas, condensate, distillate, gaseous hydro-carbon substances and gaseous substances produced, saved and marketed from the drillsite spacing unit for said test well, free and clear of all costs and expenses of production whatsoever except its proportionate share of lawfully assessed taxes against said retained override. Said retained override shall be proportionately reduced to Assignor's interest in said lease and subject to further proportionate reduction in the event said lease covers less than the entire mineral estate in said lands or lands included in the drillsite spacing unit.

The Assignor shall further except, reserve and retain from said assignment the option to convert said retained override to a working interest upon payout of said test well.

This assignment is made without warranty of title, either expressed or implied and is subject to all existing lease obligations and overriding royalites executed this 8th day of July 1986 but effective February 9, 1986.

TERRA RESOURCES, INC.

By: _____
RODERICK SMITH
ATTORNEY-IN-FACT

WYO. [illegible] PUBLIC LANDS
HERS[illegible]DING
122 W[illegible] 25th ST.
CHEYENNE, WY 82002-0600

Assignment filed in the lease file without board action. (Use Lease)
JUL 28 1986

GENERAL HYDROCARBONS 1981X OIL & GAS PROGRAM LIMITED PARTNERSHIP

By: _____
John J. Tonnsen
Vice President, Exploration and Production

_____
Alice E. Phetteplace
Assistant Secretary

GENERAL HYDROCARBONS CORPORATION 1981

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

BEFORE ME personally appeared John J. Tonnsen and to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President, Exploration and Production of General Hydrocarbons, Inc., the corporation that is the general partner of the partnership named in the foregoing instrument, and severally acknowledged to and before me that he executed such instrument as such Vice President, Exploration and Production of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 8th day of July, 1986.

NOTARY PUBLIC STATE OF MONTANA

_____
Notary Public

6-10-89
My Commission Expires

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated July 8, 1986, by and between Terra Resources, Inc. and General Hydrocarbons 1981X Oil and Gas Program Limited Partnership.

Description of Lease and lands subject to this Assignment.

State Lease No.:	72-28069
Lessor:	State of Wyoming
Lessee	Betty B. Shaffer
Effective Date:	November 2, 1972
Recorded:	Book 69, Page 266 Sublette County, Wyoming Records
Land Description:	Insofar and only insofar as said lease covers:

Township 27 North, Range 111 West, 6th P.M.
Section 16: S/2

and insofar and only insofar as said lease covers those depths from the surface to the stratigraphic equivalent of 10,500 feet encountered in the Heron State #10-16 well located in the NE/4NE/4 Section 16, Township 27 North, Range 111 West.

411

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-73977

Lease effective date
6-01-1951

FOR BLM OFFICE USE ONLY

New Serial No.

L-0202-0001

PART I

1. Assignee's Name
CXXXXXX OIL AND GAS COMPANY
CELERON

Address *(include zip code)* DENVER CORPORATE CENTER, TOWER II,
SUITE 500, 7800 E. UNION PARKWAY,
DENVER, COLORADO 80237

The undersigned, as owner of 6.66675% percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 32 North, Range 114 West, 6th P.M. Section 20: NE¼, N½SE¼ Sublette County, Wyoming Containing 240.00 acres, more or less Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6750 feet as encountered in the drilling of the Mickelson Creek #43-20 well located in the E½ of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purhcase Contract #01242 dated November 21, 1966.	SAME LAND DESCRIPTION AS ITEM 2

213994

RECORDED October 8 1986 8:30 AM
IN BOOK 77 O&G PAGE 411
FEES $6.00 Lois J. Yoke 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	X	16.66675%
4. Specify interest or percent of record title interest being retained by assignor, if any		Ø
5. Specify overriding royalty being reserved by assignor		1.041671875%
6. Specify overriding royalty previously reserved or conveyed, if any		5.75%

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 March , 1986 .

The Petan Company (Predecessor in interest to Palmer G. Jackson, Trustee of the Petan Trust)

Palmer G. Jackson — P.O. Box 5580

(Assignor's Signature) Palmer G. Jackson, Trustee — (Assignor's Address)

Santa Barbara, California 93108

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1986

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

By ANDREW L. TARSHIS (Authorized Officer)

CHIEF, LEASING SECTION — MAY 1 1986

(Title) (Date)

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

[redacted] [redacted] FOR ASSIG[redacted]

PART II

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.

Of 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.

uted this 18th day of April , 1986 .

ERON OIL AND GAS COMPANY

William H. Galac
(Assignee's Signature)

liam H. Galac, Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April , 1986 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 STATE OF COLORADO

Gloria West
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:

March 27, 1989

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

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

The foregoing instrument was acknowledged before me this 19th day of march 1986 by PALMER G. JACKSON, known by me to be Trustee of the Petan Trust.

Witness my hand and official seal.

OFFICIAL SEAL JOAN GLOVER NOTARY PUBLIC CALIFORNIA SANTA BARBARA COUNTY My comm. expires MAR 27, 1989

Joan Glover
Notary Public
2500 E. Valley Rd.
Santa Barbara, CA 93108

4/12

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR 413
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OME NO. 42-R1390

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

Lease Serial No.
W-73977

Lease effective date
6-01-1951

PART I

1. Assignee's Name
CELERON OIL AND GAS COMPANY

Address (include zip code) DENVER CORPORATE CENTER, TOWER II,
SUITE 500, 7800 E. UNION PARKWAY,
DENVER, COLORADO 80237

L-0202-0001

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)

Township 32 North, Range 114 West, 6th P.M.
Section 20: NE¼, N½SE¼ Surface to 6724 feet

Containing 240.00 acres, more or less
Sublette County, Wyoming

Lease is subject to Chandler-Simpson, Inc. et al and Northwest Pipeline Gas Purchase Contract #01242 dated November 21, 1966.

213995

RECORDED October 8 1986 8:30A
IN BOOK 77 O&G PAGE 413
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

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	ø
5. Specify overriding royalty interest being reserved by assignor	.78125%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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 19th day of March , 19 86 .

The Petan Company (Predecessor in interest to Palmer G. Jackson, Trustee of the Petan Trust)

Palmer G. Jackson
(Assignor's Signature) Palmer G. Jackson
Trustee

P.O. Box 5580
(Assignor's Address)

Santa Barbara, California 93108
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

JUN 13 1986
(Date)

NOTE: [redacted] may be reproduced [redacted] [redacted] For Assignee

[redacted]GNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

SIGNEE CERTIFIES THAT

Assignee is over the age of majority

Assignee is a citizen of the United States

Assignee is ___ Individual ___ Municipality ___ Association ___ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.

Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.

Assignee ___ is ___ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).

A filing fee of $25.00 is attached.

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

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

ted this 18th day of April , 1986 .

LERON OIL AND GAS COMPANY

William H. Galac

(Assignee's Signature)

lliam H. Galac, Attorney-in-Fact

EVIDENCE OF AUTHORITY FOR ATTORNEY-IN-FACT IS FILED AND SUCH AUTHORITY IS STILL IN EFFECT.

5445 DTC Parkway, Suite 1100

(Assignee's Address)

Englewood, Colorado 80111

(City) (State) (Zip Code)

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of April , 1986 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 STATE OF COLORADO

My commission expires:

March 27, 1989

Gloria West

Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

The foregoing instrument was acknowledged before me this 19th day of march 1986 by PALMER G. JACKSON, known by me to be Trustee of the Petan Trust.

Witness my hand and official seal.

OFFICIAL SEAL JOANNA GLODEK NOTARY PUBLIC - CALIFORNIA SANTA BARBARA COUNTY My Comm. Expires Nov 20, 1989

J Glodek

Notary Public
2500 E. Valley Rd.
Santa Barbara, CA 93108

415

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.
USA-W-06008

Lease effective date
June 1, 1951

L-0202-0002

PART I

1. Assignee's Name

CELERON OIL AND GAS COMPANY

Address *(include zip code)*
5445 DTC Parkway, Suite #1100
Englewood, Colorado 80111

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 32 North, Range 114 West, 6th P.M.
Section 20: The South half of the Southeast quarter (S/2SE/4), Sublette County, Wyoming, INSOFAR AND INSOFAR ONLY as said Operating Rights in and to said Oil and Gas Lease cover and bear upon oil and gas rights from the surface of the earth down to and including the stratigraphic equivalent of 100 feet below the depth of 6,750 feet as found in the Celeron Oil and Gas Company #43-20 Mickelson Creek, located 1,400 feet from the South line and 200 feet from the East line of the Northeast quarter of the Southeast quarter (NE/4-SE/4) of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

This Transfer, Assignment, or Sublease of Operating Rights in Oil and Gas Lease is made subject to the terms, conditions and provisions of an Assignment of Operating Rights (Federal Oil and Gas Leases-Depth Restrictions), dated February 28, 1985, from Dietrich Resources Corporation, et al, as Assignor, to and in favor of Celeron Oil and Gas Company, as Assignee.

213996

RECORDED October 8 1986 8:30 AM
IN BOOK 77 O&G PAGE 415
FEES $12.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify interest or percent of operating rights being conveyed to assignee	ALL
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	6.25%
6. Specify overriding royalty previously reserved or conveyed, if any	5.75%

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

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

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

Executed this 20th day of August, 19 86.
ZKB PROPERTIES, as to an undivided 6.25%

By _____
(Assignor's Signature)
ZACH K. BRINKERHOFF JR.
GENERAL PARTNER

Suite #3410, Anaconda Tower, 555 17th Street
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1986

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either **party** to this transfer holds legal or **equitable** title to this lease.

CHIEF, LEASING SECTION — SEP 30 1986
(Title) (Date)

NOTE: The [redacted] be reproduced provided that [redacted] productions on one sheet of [redacted] isions of 43 CFR 3106 [redacted] ial form is accepted.

[redacted] PART [redacted] [redacted]

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:

A. 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.

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

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

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

E. IT IS HEREBY CERTIFIED That the statements 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 August, 19 86.

CELERON OIL AND GAS COMPANY

William H. Galac
(Assignee's Signature)

William H. Galac, Attorney-in-Fact

5445 DTC Parkway, Suite 1100
(Assignee's Address)

Englewood, Colorado 80111
(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 ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of August, 19 86 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 STATE OF COLORADO

Gloria West
Notary Public
5445 DTC Parkway, Suite 1100
Englewood, Colorado 80111

My commission expires:

March 27, 1989

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

Executed this 20th day of August, 1986
MHB PROPERTIES, as to an undivided 1.5625%

By _____
M. H. BRINKERHOFF
GENERAL PARTNER

Suite #3410, Anaconda Tower, 555 17th Stre

Denver, Colorado 80202

Executed this 20th day of August, 1986
RWB OIL CORPORATION, as to an undivided 1.5625%

By _____
President

M. H. BRINKERHOFF, VICE PRESIDENT

ATTEST

By _____
Secretary

R. D. MANSBRIDGE
ASSISTANT SECRETARY

Suite #3410, Anaconda Tower, 555 17th Stre

Denver, Colorado 80202

Executed this 20th day of August, 1986
BRINKERHOFF ENTERPRISES, LTD., as to an undivided 1.5625%

By _____
ZACH K. BRINKERHOFF, JR.
GENERAL PARTNER

Suite #3410, Anaconda Tower, 555 17th Stre

Denver, Colorado 80202

Executed this 20th day of August, 1986

_____
E. E. HEISER

6965 South Garfield Way

Littleton, Colorado 80122

ACKNOWLEDGMENTS

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 20th day of August, 1986, personally appeared Zach K. Brinkerhoff, Jr., the General Partner for ZKB Properties, a Colorado General Partnership, 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 and 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.

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

My Commission Expires:
My Commission expires July 18, 1989

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 20th day of August, 1986, personally appeared M.H. Brinkerhoff, the General Partner for MHB Properties, a Colorado General Partnership, 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 and 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.

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

My Commission Expires:
My Commission expires July 18, 1989

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

BEFORE ME, a Notary Public in and for said County and State, on this 20th day of August, 1986, personally appeared M.H. Brinkerhoff, known to me to be the Vice President of RWB OIL CORPORATION, a corporation, and to be the identical person who subscribed the name of RWB OIL CORPORATION to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

My Commission Expires:
My Commission expires July 18, 1989

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 20th day of August, 1986, personally appeared Zach K. Brinkerhoff, Jr., the General Partner for BRINKERHOFF ENTERPRISES, LTD., a Colorado Limited Partnership, 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 and 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.

CYNTHIA A. RIEDEL NOTARY PUBLIC

My Commission Expires:

My Commission expires July 18, 1989

Cynthia A Riedel
NOTARY PUBLIC
whose address is:
THE BRINKERHOFF COMPANY
3410 Anaconda Tower
555 17th ST.
Denver, Colorado 80202

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20th day of August, 1986, personally appeared E. E. HEISER, 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.

PATRICIA L. WILLETT NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:

My Commission Expires June 2, 1988

Patricia L Willett
NOTARY PUBLIC
whose address is:
15895 E. Oxford Ave.
Aurora, Colo 80013

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Tatlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of August, 19 86, by and between PAUL LOGAN HOMER AND RUTH G. HOMER, INDIVIDUALLY AND AS HUSBAND AND WIFE whose post office address is 1960 View Street Salt Lake City, Utah 84105, hereinafter called Lessor (whether one or more) and BWAB INCORPORATED whose post office address is 1801 California St., #1000 Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & More ($10.00) 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 29 North - Range 112 West, 6th PM
Section 5: Lots 3,4, S/2NW/4, SW/4
Section 6: Lots 1,2, E/2SE/4, SW/4SE/4
Section 8: E/2NW/4

PLH

This Agreement is subject to an addendum attached hereto as Exhibit "A"

and containing 592.43 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of (1) 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 (1/8) part of all oil produced and saved from the leased premises.

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.

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 capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the 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 line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor ~~hereby warrants and agrees to defend the title to the lands herein described, and~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

PLH

x Paul Logan Homer
PAUL LOGAN HOMER

SS#

x Ruth G. Homer
RUTH G. HOMER

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 19 86, personally appeared PAUL LOGAN HOMER

and RUTH G. HOMER

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

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

My Commission Expires 1-7-89

Judith F. Frank
Davis County, Utah
Notary Public.

NOTARY PUBLIC STATE OF UTAH

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____

_____
Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

_____, 19_____

_____ County, _____

_____ 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.

_____
Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 26, 1986, by and between Paul Logan Homer and Ruth G. Homer, Individually and as Husband and Wife **as Lessors, and BWAB Incorporated as Lessee**

1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, 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. Lessee, by acceptance hereof, agrees to commence, or cause to be commenced, on or before August 26, 1987, the actual drilling of a test well ("Initial Test Well") to be located on the leased lands described within Paragrah No. 1 of this lease. Said Initial Test Well shall be drilled to a depth of 3,500 feet or to a depth sufficient to test the Almy Formation, whichever shall be the lesser depth. In the event Lessee shall commence the Initial Test Well, but fails to drill said Initial Test Well to the depth or formation stated above due to encountering adverse mechanical or geological conditions which are beyond its control, and which, in the opinion of a reasonable and prudent operator, would make it impossible or impractical to continue operations, it shall have the right to terminate drilling said well at such point and in such event shall promptly and properly plug and abandon said well. Lessee shall have the option, but not the obligation, to drill a Substitute Test Well and the drilling of said Initial Test Well to the point at which said conditions make it impossible or impractical to continue such operations shall satisfy the drilling requirement stated within this Paragraph No. 2. In the event Lessee elects to drill a Substitute Well at an alternate location on said lease, it shall commence, or cause to be commenced, the actual drilling of a Substitute Test Well within ninety (90) days following the discontinuance of drilling operations on the Initial Test Well and thereafter drill the Substitute Well in the same manner as required for the drilling of the Initial Test Well.

3. Subject to the provisions of this Paragraph No. 3, after Lessee has drilled the Initial Test Well, Lessee shall maintain a drilling program so that not more than 150 days shall elapse between the drilling rig release of one well and the commencement of another well on some part of the lands covered by this lease until all of the leased lands covered hereby have been fully developed either on the basis of spacing units as may be established by the Wyoming Oil and Gas Conservation Commission or in the absence of any such spacing units, until one well has been drilled on each forty (40) acre tract in the case of oil wells, or one hundred sixty (160) acres in the case of gas wells. Each successive well is to be drilled to a depth at which oil or gas is found in commercial quantities in said well or to the stratigraphic equivalent of the total depth drilled in the Initial Test Well, whichever is the lesser depth. In the event Lessee fails to continue said drilling program in accordance with the above after one or more wells have been drilled, then in that event, this lease shall immediately terminate as to all acreage covered hereby which is not then included in a productive unit, and Lessee shall furnish to Lessor a duly executed release of said acreage not more than thirty (30) days from the happening of the event which caused said termination.

4. After termination of said drilling program referred to in Paragraph No. 3 above, this lease shall immediately terminate as to all acreage covered hereby which is included in a productive unit only as to those depths from the stratigraphic equivalent of 100 feet below the total depth drilled in the deepest test well drilled on said lands to all depths below.

214084

RECORDED October 14 1986 4:45 PM
IN BOOK 77 O&G PAGE 420
FEES $10.00 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheever Deputy

422

5. Wherever the term one-eighth (1/8th) appears in this lease, it shall be amended to read one-fifth (1/5th).

Signed for identification:

LESSOR:

Paul Logan Homer Ruth J. Homer

LESSEE:

BWAB INCORPORATED

BY Ray O. Brownlie

Ray O. Brownlie
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared Ray O. Brownlie, Attorney-in-Fact of BWAB INCORPORATED, a Colorado corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, 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, 1986.

My commission expires:

August 23, 1990

NOTARY PUBLIC STATE OF COLORADO

Linda Reed

Linda Reed, Notary Public
Address: 1801 California Street
Suite 1000
Denver, Colorado 80202

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Tatlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of August, 19 86, by and between CATHLEEN C. THOMAS AND TERRY R. THOMAS, INDIVIDUALLY AND AS WIFE AND HUSBAND whose post office address is 407 Monte Vista Idaho Falls, Idaho 83401, hereinafter called Lessor (whether one or more) and BWAB INCORPORATED whose post office address is 1801 California St., #1000 Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & More ($10.00) 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 29 North - Range 112 West, 6th PM
Section 5: Lots 3,4, S/2NW/4, SW/4
Section 6: Lots 1,2, E/2SE/4, SW/4SE/4
Section 8: E/2NW/4

JRT C.C.T.

This Agreement is subject to an addendum attached hereto as Exhibit "A"

and containing 592.43 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of (1) 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 (1/8) part of all oil produced and saved from the leased premises.

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.

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 capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the 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 line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor ~~hereby warrants and agrees to defend the title to the lands herein described, and~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Cathleen C. Thomas
CATHLEEN C. THOMAS

SS# 529-86-0487

X Terry R. Thomas
TERRY R. THOMAS

425

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF IDAHO UTAH }
COUNTY OF SALT LAKE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 19 86, personally appeared CATHLEEN C. THOMAS

and TERRY R. THOMAS

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

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

My Commission Expires 1-7-88

Residing at Davis County Utah Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19

Acres

County

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

County Clerk.

Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 26, 1986, by and between Cathleen C. Thomas and Terry R. Thomas, Individually and as Wife and Husband as Lessors, and BWAB Incorporated as Lessee

1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, 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. Lessee, by acceptance hereof, agrees to commence, or cause to be commenced, on or before August 26, 1987, the actual drilling of a test well ("Initial Test Well") to be located on the leased lands described within Paragrah No. 1 of this lease. Said Initial Test Well shall be drilled to a depth of 3,500 feet or to a depth sufficient to test the Almy Formation, whichever shall be the lesser depth. In the event Lessee shall commence the Initial Test Well, but fails to drill said Initial Test Well to the depth or formation stated above due to encountering adverse mechanical or geological conditions which are beyond its control, and which, in the opinion of a reasonable and prudent operator, would make it impossible or impractical to continue operations, it shall have the right to terminate drilling said well at such point and in such event shall promptly and properly plug and abandon said well. Lessee shall have the option, but not the obligation, to drill a Substitute Test Well and the drilling of said Initial Test Well to the point at which said conditions make it impossible or impractical to continue such operations shall satisfy the drilling requirement stated within this Paragraph No. 2. In the event Lessee elects to drill a Substitute Well at an alternate location on said lease, it shall commence, or cause to be commenced, the actual drilling of a Substitute Test Well within ninety (90) days following the discontinuance of drilling operations on the Initial Test Well and thereafter drill the Substitute Well in the same manner as required for the drilling of the Initial Test Well.

3. Subject to the provisions of this Paragraph No. 3, after Lessee has drilled the Initial Test Well, Lessee shall maintain a drilling program so that not more than 150 days shall elapse between the drilling rig release of one well and the commencement of another well on some part of the lands covered by this lease until all of the leased lands covered hereby have been fully developed either on the basis of spacing units as may be established by the Wyoming Oil and Gas Conservation Commission or in the absence of any such spacing units, until one well has been drilled on each forty (40) acre tract in the case of oil wells, or one hundred sixty (160) acres in the case of gas wells. Each successive well is to be drilled to a depth at which oil or gas is found in commercial quantities in said well or to the stratigraphic equivalent of the total depth drilled in the Initial Test Well, whichever is the lesser depth. In the event Lessee fails to continue said drilling program in accordance with the above after one or more wells have been drilled, then in that event, this lease shall immediately terminate as to all acreage covered hereby which is not then included in a productive unit, and Lessee shall furnish to Lessor a duly executed release of said acreage not more than thirty (30) days from the happening of the event which caused said termination.

4. After termination of said drilling program referred to in Paragraph No. 3 above, this lease shall immediately terminate as to all acreage covered hereby which is included in a productive unit only as to those depths from the stratigraphic equivalent of 100 feet below the total depth drilled in the deepest test well drilled on said lands to all depths below.

214085

RECORDED October 14 1986 4:45PM
IN BOOK 77 O&G PAGE 424
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

426

5. Wherever the term one-eighth (1/8th) appears in this lease, it shall be amended to read one-fifth (1/5th).

Signed for identification:

LESSOR:

Jerry L. Thomas / Kathleen C. Thomas

LESSEE:

BWAB INCORPORATED

BY _____
Ray O. Brownlie
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared Ray O. Brownlie, Attorney-in-Fact of BWAB INCORPORATED, a Colorado corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, 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, 1986.

My commission expires:

August 23, 1990

_____
Linda Reed, Notary Public
Address: 1801 California Street
Suite 1000
Denver, Colorado 80202

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Tatlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of August, 19 86, by and between WILLIAM C. CHRISTY AND MARY JANE CHRISTY, INDIVIDUALLY AND AS HUSBAND AND WIFE whose post office address is P. O. Box 269 Panguitch, Utah 84759, hereinafter called Lessor (whether one or more) and BWAB INCORPORATED whose post office address is 1801 California St., #1000 Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & More ($10.00) 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 29 North - Range 112 West, 6th PM
Section 5: Lots 3,4, S/2NW/4, SW/4
Section 6: Lots 1,2, E/2SE/4, SW/4SE/4
Section 8: E/2NW/4

This Agreement is subject to an addendum attached hereto as Exhibit "A"

MJC
WJC
MJC
WJC

and containing 592.43 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of (1) 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 (1/8) part of all oil produced and saved from the leased premises.

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.

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 capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the 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 line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor ~~hereby warrants and agrees to defend the title to the lands herein described, and~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x William C Christy
WILLIAM C. CHRISTY

SS# 529-76-1533

x Mary Jane Christy
MARY JANE CHRISTY

SS# 528-66-2674

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 19 86, personally appeared WILLIAM C. CHRISTY

and MARY JANE CHRISTY

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

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

My Commission Expires 7-7-89

Judith F. Funk
Residing at: Davis County Utah
Notary Public.

NOTARY PUBLIC STATE OF UTAH

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

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

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

and .....

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

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

My Commission Expires .....

.....
Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... of .....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

.....
Notary Public.

My Commission expires .....

No. .....

FROM

.....

TO

.....

.....

.....

....., 19.....

.....

.....County,

.....

.....

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

of ....., 19....., at

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

..... Page .....

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

.....
County Clerk.

.....
Deputy.

When recorded return to

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 26, 1986, by and between William C. Christy and Mary Jane Christy, Individually and as Husband and Wife as Lessors, and BWAB Incorporated as Lessee

1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, 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. Lessee, by acceptance hereof, agrees to commence, or cause to be commenced, on or before August 26, 1987, the actual drilling of a test well ("Initial Test Well") to be located on the leased lands described within Paragrah No. 1 of this lease. Said Initial Test Well shall be drilled to a depth of 3,500 feet or to a depth sufficient to test the Almy Formation, whichever shall be the lesser depth. In the event Lessee shall commence the Initial Test Well, but fails to drill said Initial Test Well to the depth or formation stated above due to encountering adverse mechanical or geological conditions which are beyond its control, and which, in the opinion of a reasonable and prudent operator, would make it impossible or impractical to continue operations, it shall have the right to terminate drilling said well at such point and in such event shall promptly and properly plug and abandon said well. Lessee shall have the option, but not the obligation, to drill a Substitute Test Well and the drilling of said Initial Test Well to the point at which said conditions make it impossible or impractical to continue such operations shall satisfy the drilling requirement stated within this Paragraph No. 2. In the event Lessee elects to drill a Substitute Well at an alternate location on said lease, it shall commence, or cause to be commenced, the actual drilling of a Substitute Test Well within ninety (90) days following the discontinuance of drilling operations on the Initial Test Well and thereafter drill the Substitute Well in the same manner as required for the drilling of the Initial Test Well.

3. Subject to the provisions of this Paragraph No. 3, after Lessee has drilled the Initial Test Well, Lessee shall maintain a drilling program so that not more than 150 days shall elapse between the drilling rig release of one well and the commencement of another well on some part of the lands covered by this lease until all of the leased lands covered hereby have been fully developed either on the basis of spacing units as may be established by the Wyoming Oil and Gas Conservation Commission or in the absence of any such spacing units, until one well has been drilled on each forty (40) acre tract in the case of oil wells, or one hundred sixty (160) acres in the case of gas wells. Each successive well is to be drilled to a depth at which oil or gas is found in commercial quantities in said well or to the stratigraphic equivalent of the total depth drilled in the Initial Test Well, whichever is the lesser depth. In the event Lessee fails to continue said drilling program in accordance with the above after one or more wells have been drilled, then in that event, this lease shall immediately terminate as to all acreage covered hereby which is not then included in a productive unit, and Lessee shall furnish to Lessor a duly executed release of said acreage not more than thirty (30) days from the happening of the event which caused said termination.

4. After termination of said drilling program referred to in Paragraph No. 3 above, this lease shall immediately terminate as to all acreage covered hereby which is included in a productive unit only as to those depths from the stratigraphic equivalent of 100 feet below the total depth drilled in the deepest test well drilled on said lands to all depths below.

214086

RECORDED October 14, 1986 4:45PM
IN BOOK 77 Oil & Gas PAGE 428
FEES $10.00 Lois J. Yakes COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

430

5. Wherever the term one-eighth (1/8th) appears in this lease, it shall be amended to read one-fifth (1/5th).

Signed for identification:

LESSOR:

William C Christy

Mary Jane Christy

LESSEE:

BWAB INCORPORATED

BY _____

Ray O. Brownlie
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared Ray O. Brownlie, Attorney-in-Fact of BWAB INCORPORATED, a Colorado corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 16th day of October, 1986.

My commission expires:

August 23, 1990

Linda Reed, Notary Public
Address: 1801 California Street
Suite 1000
Denver, Colorado 80202

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Tatlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of August, 19 86, by and between KIMBERLY S. CHRISTY AND PAMELA T. CHRISTY, INDIVIDUALLY AND AS HUSBAND AND WIFE whose post office address is 255 East 950 South Springville, Utah 84663, hereinafter called Lessor (whether one or more) and BWAB INCORPORATED whose post office address is 1801 California St., #1000 Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & More ($10.00) 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 29 North - Range 112 West, 6th PM
Section 5: Lots 3,4, S/2NW/4, SW/4
Section 6: Lots 1,2, E/2SE/4, SW/4SE/4
Section 8: E/2NW/4

This Agreement is subject to an addendum attached hereto as Exhibit "A"

K.C
K.C

and containing 592.43 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of (1) 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 (1/8) part of all oil produced and saved from the leased premises.

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.

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 capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the 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 line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor ~~hereby warrants and agrees to defend the title to the lands herein described, and~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Kimberly S. Christy
KIMBERLY S. CHRISTY

SS# 529-92-7983

x Pamela T. Christy
PAMELA T. CHRISTY

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 1986, personally appeared KIMBERLY S. CHRISTY

and PAMELA T. CHRISTY

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

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

My Commission Expires 7-7-88

Judith F. Funk
Residing at Marion County Utah
Notary Public.

STATE OF _____
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____

Notary Public.

State of _____
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM _____

TO _____

_____ Recorded _____, 19____

_____ Acres _____

_____ County _____

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.

_____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated August 26, 1986, by and between Kimberly S. Christy and Pamela T. Christy, Individually and as Husband and Wife as Lessors, and BWAB Incorporated as Lessee

1. This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, 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. Lessee, by acceptance hereof, agrees to commence, or cause to be commenced, on or before August 26, 1987, the actual drilling of a test well ("Initial Test Well") to be located on the leased lands described within Paragrah No. 1 of this lease. Said Initial Test Well shall be drilled to a depth of 3,500 feet or to a depth sufficient to test the Almy Formation, whichever shall be the lesser depth. In the event Lessee shall commence the Initial Test Well, but fails to drill said Initial Test Well to the depth or formation stated above due to encountering adverse mechanical or geological conditions which are beyond its control, and which, in the opinion of a reasonable and prudent operator, would make it impossible or impractical to continue operations, it shall have the right to terminate drilling said well at such point and in such event shall promptly and properly plug and abandon said well. Lessee shall have the option, but not the obligation, to drill a Substitute Test Well and the drilling of said Initial Test Well to the point at which said conditions make it impossible or impractical to continue such operations shall satisfy the drilling requirement stated within this Paragraph No. 2. In the event Lessee elects to drill a Substitute Well at an alternate location on said lease, it shall commence, or cause to be commenced, the actual drilling of a Substitute Test Well within ninety (90) days following the discontinuance of drilling operations on the Initial Test Well and thereafter drill the Substitute Well in the same manner as required for the drilling of the Initial Test Well.

3. Subject to the provisions of this Paragraph No. 3, after Lessee has drilled the Initial Test Well, Lessee shall maintain a drilling program so that not more than 150 days shall elapse between the drilling rig release of one well and the commencement of another well on some part of the lands covered by this lease until all of the leased lands covered hereby have been fully developed either on the basis of spacing units as may be established by the Wyoming Oil and Gas Conservation Commission or in the absence of any such spacing units, until one well has been drilled on each forty (40) acre tract in the case of oil wells, or one hundred sixty (160) acres in the case of gas wells. Each successive well is to be drilled to a depth at which oil or gas is found in commercial quantities in said well or to the stratigraphic equivalent of the total depth drilled in the Initial Test Well, whichever is the lesser depth. In the event Lessee fails to continue said drilling program in accordance with the above after one or more wells have been drilled, then in that event, this lease shall immediately terminate as to all acreage covered hereby which is not then included in a productive unit, and Lessee shall furnish to Lessor a duly executed release of said acreage not more than thirty (30) days from the happening of the event which caused said termination.

4. After termination of said drilling program referred to in Paragraph No. 3 above, this lease shall immediately terminate as to all acreage covered hereby which is included in a productive unit only as to those depths from the stratigraphic equivalent of 100 feet below the total depth drilled in the deepest test well drilled on said lands to all depths below.

214087

RECORDED October 14 1986 4:45PM
IN BOOK 77 O&G PAGE 432
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Sheeney, Deputy

434

5. Wherever the term one-eighth (1/8th) appears in this lease, it shall be amended to read one-fifth (1/5th).

Signed for identification:

LESSOR:

Kimberly S. Christy Pamela J. Christy

LESSEE:

BWAB INCORPORATED

BY _____

Ray O. Brownlie
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared Ray O. Brownlie, Attorney-in-Fact of BWAB INCORPORATED, a Colorado corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, 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, 1986.

My commission expires:

August 23, 1990

Linda Reed, Notary Public
Address: 1801 California Street
Suite 1000
Denver, Colorado 80202

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Tatlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of August, 19 86, by and between JOHN L. SCHWABACHER, INDIVIDUALLY AND IN AN EXECUTORY CAPACITY, P. O. Box 1118, San Juan Batista, California 95045, whose post office address is San Juan Batista, California 95045, hereinafter called Lessor (whether one or more) and BWAB INCORPORATED whose post office address is 1801 California St., #1000 Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten & More ($10.00) 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 29 North - Range 112 West, 6th PM
Section 5: Lots 3,4, S/2NW/4, SW/4
Section 6: Lots 1,2, E/2SE/4, SW/4SE/4
Section 8: E/2NW/4

This Agreement is subject to an addendum attached hereto as Exhibit "A"

and containing 592.43 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of (1) 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-fifth (1/5) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor --1/5----- of the gross proceeds each year, payable monthly 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 --1/5----- 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 ---1/5--- of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the 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. [redacted] Lessee shall bury Lessee's pipe line 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. [redacted]

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor [redacted] 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.

[redacted]

John L. Schwabacher

JOHN L. SCHWABACHER,
INDIVIDUALLY AND IN AN EXECUTORY CAPACITY

436

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF ~~CALIFORNIA~~ Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3RD day of OCTOBER, 1986, personally appeared JOHN L. SCHWABACHER, INDIVIDUALLY, AND IN AN EXECUTORY CAPACITY

and

John L. Schwabacher, 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 1-15-90

Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

_____

and _____

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

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

My Commission Expires _____

Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires _____

No. _____

FROM

TO

_____, 19____

_____

_____ County, _____

_____

I hereby certify that the within 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.

_____ Deputy.

When recorded return to

EXHIBIT "A"

(Attached to and made a part of that certain Oil and Gas Lease dated August 26, 1986, by and between JOHN L. SCHWABACHER, INDIVIDUALLY AND IN AN EXECUTORY CAPACITY, as Lessor, and BWAB Incorporated, as Lessee).

This is an addendum to the above referenced oil and gas lease, which is a printed form prepared and provided by BWAB Incorporated, Lessee. Notwithstanding anything to the contrary contained herein, in the event of conflict between the provisions of the printed lease form and this addendum, the provisions of this addendum shall apply:

1. Lessee, by acceptance hereof, agrees to commence, or cause to be commenced, on or before August 26, 1987, the actual drilling of a test well ("Initial Test Well") to be located on the leased lands described within Paragraph No. 1 of this lease. Said Initial Test Well shall be drilled to a depth of 3,500 feet or to a depth sufficient to test the Almy Formation, whichever shall be the lesser depth. In the event Lessee shall commence the Initial Test Well, but fails to drill said Initial Test Well to the depth or formation stated above due to encountering adverse mechanical or geological conditions which are beyond its control, and which, in the opinion of a reasonable and prudent operator, would make it impossible or impractical to continue operations, it shall have the right to terminate drilling said well at such point and in such event shall promptly and properly plug and abandon said well. Lessee shall have the option, but not the obligation, to drill a Substitute Test Well and the drilling of said Initial Test Well to the point at which said conditions make it impossible or impractical to continue such operations shall satisfy the drilling requirement stated within this Paragraph No. 2. In the event Lessee elects to drill a Substitute Well at an alternate location on said lease, it shall commence, or cause to be commenced, the actual drilling of a Substitute Test Well within ninety (90) days following the discontinuance of drilling operations on the Initial Test Well and thereafter drill the Substitute Well in the same manner as required for the drilling of the Initial Test Well.

2. Subject to the provisions of this Paragraph No. 2, after Lessee has drilled the Initial Test Well, Lessee shall maintain a drilling program so that not more than 150 days shall elapse between the drilling rig release of one well and the actual spudding of another well on some part of the lands covered by this lease until all of the leased lands covered hereby have been fully developed either on the basis of spacing units as may be established by the Wyoming Oil and Gas Conservation Commission or in the absence of any such spacing units, until one well has been drilled on each forty (40) acre tract in the case of oil wells, or one hundred sixty (160) acres in the case of gas wells. Each successive well is to be drilled to a depth at which oil or gas is found in commercial quantities in said well or to the stratigraphic equivalent of the total depth drilled in the Initial Test Well, whichever is the lesser depth. In the event Lessee fails to continue said drilling program in accordance with the above, then in that event, this lease shall immediately terminate as to all acreage covered hereby which is not then included in a productive unit, and Lessee shall furnish to Lessor a duly executed release of said acreage not more than thirty (30) days from the happening of the event which caused said termination.

3. After termination of the drilling program referred to in Paragraph No. 2 above, this lease shall immediately terminate as to all depths below the stratigraphic equivalent of the deepest producing horizon from any well drilled upon the leased lands.

214088

RECORDED October 14 1986 4:45 PM
IN BOOK 77 O&G PAGE 436
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

438

4. Wherever the term one-eighth (1/8th) appears in this lease, it shall be amended to read one-fifth (1/5th).

5. All parties agree that this lease covers only oil, gas and other liquifiable hydrocarbons.

6. All parties agree that this lease does not cover the settlement of any kind of surface damages on the leased lands and any such damages shall be resolved outside the terms of this lease.

7. Upon the termination of Lessee's rights hereunder, regardless of the manner thereof, Lessee agrees to restore the premises as nearly as practicable to their condition as of the original date of this agreement, and further Lessee agrees upon the abandonment of any well, to plug and abandon same in accordance with the rules and regulations of the State regulatory authority having jurisdiction. If Lessee fails to comply with the provisions of this article, any expense incurred by Lessor in restoring the premises or in plugging or abandoning any well shall be borne by Lessee.

8. Lessee agrees to protect, indemnify and hold Lessor free and harmless from and against any and all claims, demands and causes of action of every kind and character from any cause whatsoever, (except only as a result of the sole negligence of Lessor) by any party hereto, any party acquiring any interest hereunder, any of their agents and employees and any third or other party whomsoever, or governmental agency, arising out of, incident to, or in connection with the lease, any transfers thereof, or contracts affecting same, whether mentioned herein or not, or operation thereunder or breach of the terms thereof, including without limitation by enumeration all taxes, claims, debts, fines, penalties, forfeitures, loss of use, death, injury and damage to all persons and property, together with the amount of judgments, penalties, interests, court costs, legal and other fees and expenses in connection therewith.

9. Lessee shall timely furnish Lessor with copies of all logs of all wells drilled by Lessee on said land. As to any well drilled under the provisions of this lease, Lessor, or Lessor's representatives, or any one or more of the same, shall have access to such well and shall be furnished daily drilling reports, the details of any drillstem tests taken in said well, copies of all reports filed with all regulatory bodies, and the results of any core analysis or analyses which shall be run on any cores taken while drilling said well. Additionally if well is a producer, Lessee shall furnish Lessor with a copy of any Division Order title opinion acquired by Lessee.

10. Lessee agrees that no well drilled on the leased lands shall be plugged without Lessor first having an opportunity to take-over such well. In the event Lessor agrees to take-over such a well, Lessee agrees to properly plug said well to a point just below the deepest fresh water sand and to leave said well in such a condition that Lessor could use the wellbore for a commercial water source. If said well is taken over, Lessor agrees to pay Lessee a reasonable salvage value for the well and agrees to relieve Lessee of any further liability regarding said wellbore.

11. All parties agree that this lease may not be perpetuated by the payment of shut-in royalties for a cumulative period of more than two (2) years.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

BWAB INCORPORATED

By: Ray O. Brownlie
Ray O. Brownlie
Attorney-in-Fact

John L. Schwabacher
JOHN L. SCHWABACHER,
INDIVIDUALLY AND IN AN EXECUTORY CAPACITY
S.S.# 450-30-7157

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared Ray O. Brownlie, Attorney-in-Fact of BWAB INCORPORATED, a Colorado corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, 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, 1986.

My commission expires:

August 23, 1990

Linda Reed, Notary Public
Address: 1801 California Street
Suite 1000
Denver, Colorado 80202

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For $10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ENSTAR CORPORATION (SUCCESSOR IN INTEREST TO C&K PETROLEUM, INC.)** a Delaware corporation, 1330 Post Oak Boulevard, Post Office Box 2120, Houston, Texas 77252-2120 (herein called **"Assignor"**), hereby sells, transfers and assigns to each of the parties named below (herein collectively called **"Assignees"**), an overriding royalty interest equal to the percentage appearing below opposite that Assignee's name in and to all oil, gas and other hydrocarbons produced, saved and sold from the following described land located in Sublette County, Wyoming:

Lease No.: State of Wyoming 81-0285
Lease Date: April 2, 1981
Lessor: State of Wyoming
Lessee: C&K Petroleum, Inc.
Description: Township 27 North, Range 109 West, 6th P.M.
Section 36: ALL

Containing 640.0 acres, more or less, in
Sublette County, Wyoming

free and clear of any cost and expense of development and operation thereof, except taxes applicable to said overriding royalty interests and the production or income therefrom, under the provisions of State of Wyoming Oil and Gas Lease No. 81-0285.

The names and addresses of the Assignees and the percentages of overriding royalty interest assigned to each of them are as follows:

Assignees	**Overriding Royalty Percentage**
Interex, Inc. P. O. Box 7608 Boise, Idaho 83707	0.496324%
Development Associates, Inc. P. O. Box 3727 Spokane, Washington 92200	0.413602%

If Assignor's interest in any tract of land described above is less than an undivided 100% interest in the entire oil and gas leasehold estate therein created by the Lease, then the overriding royalty interests in that tract hereby assigned shall be reduced in the proportion that the interest of Assignor in such leasehold estate bears to an undivided 100% interest in the entire leasehold estate.

214096 RECORDED October 15 1986 11:00AM
IN BOOK 77 O&G PAGE 441
$6.25 Lois J. Yake COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, [redacted] ING

If the Lease does not cover all the oil, gas and other hydrocarbons in and under any tract of land which it purports to cover, then the overriding royalty interests in that tract hereby assigned shall be reduced in the proportion that the interest in the minerals covered by the Lease bears to the entire mineral estate in such tract.

The overriding royalty interest hereby assigned does not apply to any renewal of the Lease.

This assignment is executed and given by Assignor without warranties of title, express or implied.

This assignment is executed this the 29th day of July, 1986.

ENSTAR CORPORATION,
SUCCESSOR IN INTEREST TO
C&K PETROLEUM, INC.

ATTEST:

James D. Decker
Assistant Secretary

By: _____
J. S. Empie, Vice President

STATE OF TEXAS I

COUNTY OF HARRIS I

On this 29th day of July, 1986, before me the undersigned authority, a Notary Public within and for said County and State, appeared J.S.Empie, to me personally known, who being by me duly sworn, did say that he is the Vice President of Enstar Corporation, (Successor in Interest to C&K Petroleum, Inc.), a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. S. Empie acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

DOROTHY M. MALAC
Notary Public, State of Texas
My Commission Expires: Feb. 21, 1989

_____
Notary Public for the State of Texas

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For $10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ENSTAR CORPORATION (SUCCESSOR IN INTEREST TO C&K PETROLEUM, INC.)** a Delaware corporation, 1330 Post Oak Boulevard, Post Office Box 2120, Houston, Texas 77252-2120 (herein called **"Assignor"**), hereby sells, transfers and assigns to each of the parties named below (herein collectively called **"Assignees"**), an overriding royalty interest equal to the percentage appearing below opposite that Assignee's name in and to all oil, gas and other hydrocarbons produced, saved and sold from the following described land located in Sublette County, Wyoming:

T27N - R109W 6th P.M.
Section 11: NW/4 NE/4, W/2

Containing 360.0 acres, more or less,
in Sublette County, Wyoming

free and clear of any cost and expense of development and operation thereof, except taxes applicable to said overriding royalty interests and the production or income therefrom, under the provisions of United States of America Lease for Oil and Gas bearing Serial Number W-73788 (the "Lease"), dated effective March 1, 1978, issued to Albert W. Rutter.

The names and addresses of the Assignees and the percentages of overriding royalty interest assigned to each of them are as follows:

Assignees	Overriding Royalty Percentage
Interex, Inc. P. O. Box 7608 Boise, Idaho 83707	0.496324%
Development Associates, Inc. P. O. Box 3727 Spokane, Washington 92200	0.413602%

If Assignor's interest in any tract of land described above is less than an undivided 100% interest in the entire oil and gas leasehold estate therein created by the Lease, then the overriding royalty interests in that tract hereby assigned shall be reduced in the proportion that the interest of Assignor in such leasehold estate bears to an undivided 100% interest in the entire leasehold estate.

214097

RECORDED October 15 1986 11:00AM
IN BOOK 77 O&G PAGE 443
FEES $6.25 Lois J. Yakey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted]y: Carol A. Cheeney [redacted]ty [redacted]

If the Lease does not cover all the oil, gas and other hydrocarbons in and under any tract of land which it purports to cover, then the overriding royalty interests in that tract hereby assigned shall be reduced in the proportion that the interest in the minerals covered by the Lease bears to the entire mineral estate in such tract.

The overriding royalty interest hereby assigned does not apply to any renewal of the Lease.

This assignment is executed and given by Assignor without warranties of title, express or implied.

This assignment is executed this the 29th day of July, 1986.

ENSTAR CORPORATION,
SUCCESSOR IN INTEREST TO
C&K PETROLEUM, INC.

ATTEST:

James D. Decker
Assistant Secretary

By: _____
J. S. Empie, Vice President

STATE OF TEXAS I

COUNTY OF HARRIS I

On this 29th day of July, 1986, before me the undersigned authority, a Notary Public within and for said County and State, appeared J.S.Empie, to me personally known, who being by me duly sworn, did say that he is the Vice President of Enstar Corporation, (Successor in Interest to C&K Petroleum, Inc.), a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. S. Empie acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

DOROTHY M. MALAC
Notary Public, State of Texas
My Commission Expires: Feb. 21, 1988

_____
Notary Public for the State of Texas

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For $10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ENSTAR CORPORATION (SUCCESSOR IN INTEREST TO C&K PETROLEUM, INC.)** a Delaware corporation, 1330 Post Oak Boulevard, Post Office Box 2120, Houston, Texas 77252-2120 (herein called **"Assignor"**), hereby sells, transfers and assigns to each of the parties named below (herein collectively called **"Assignees"**), an overriding royalty interest equal to the percentage appearing below opposite that Assignee's name in and to all oil, gas and other hydrocarbons produced, saved and sold from the following described land located in Sublette County, Wyoming:

T27N - R109W 6th P.M.
Section 23: W/2 W/2

Containing 160.0 acres, more or less,
in Sublette County, Wyoming

free and clear of any cost and expense of development and operation thereof, except taxes applicable to said overriding royalty interests and the production or income therefrom, under the provisions of United States of America Lease for Oil and Gas bearing Serial Number W-61788 (the "Lease"), dated effective March 1, 1978, issued to Albert W. Rutter.

The names and addresses of the Assignees and the percentages of overriding royalty interest assigned to each of them are as follows:

Assignees	Overriding Royalty Percentage
Interex, Inc. P. O. Box 7608 Boise, Idaho 83707	0.496324%
Development Associates, Inc. P. O. Box 3727 Spokane, Washington 92200	0.413602%

If Assignor's interest in any tract of land described above is less than an undivided 100% interest in the entire oil and gas leasehold estate therein created by the Lease, then the overriding royalty interests in that tract hereby assigned shall be reduced in the proportion that the interest of Assignor in such leasehold estate bears to an undivided 100% interest in the entire leasehold estate.

214098

RECORDED October 15 1986 11:00 AM
IN BOOK 77 O&G PAGE 445
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheek Deputy

If the Lease does not cover all the oil, gas and other hydrocarbons in and under any tract of land which it purports to cover, then the overriding royalty interests in that tract hereby assigned shall be reduced in the proportion that the interest in the minerals covered by the Lease bears to the entire mineral estate in such tract.

The overriding royalty interest hereby assigned does not apply to any renewal of the Lease.

This assignment is executed and given by Assignor without warranties of title, express or implied.

This assignment is executed this the 29th day of July, 1986.

ENSTAR CORPORATION,
SUCCESSOR IN INTEREST TO
C&K PETROLEUM, INC.

ATTEST:

James D. Decker
Assistant Secretary

By: _____
J. S. Empie, Vice President

STATE OF TEXAS I

COUNTY OF HARRIS I

On this 29th day of July, 1986, before me the undersigned authority, a Notary Public within and for said County and State, appeared J.S.Empie, to me personally known, who being by me duly sworn, did say that he is the Vice President of Enstar Corporation, (Successor in Interest to C&K Petroleum, Inc.), a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. S. Empie acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

DOROTHY M. MALAC
Notary Public, State of Texas
My Commission Expires: Feb. 21, 1988

_____
Notary Public for the State of Texas

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.
W-0322677

Lease effective date
April 1, 1966

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM Section 15: All Containing 640.00 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214103

RECORDED October 15 1986 12:30 PM
IN BOOK 77 Oil & Gas PAGE 447
FEES $6.00 Lois J. Yakel 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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transaction holds legal or equitable title to this le[redacted]

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
[redacted]te)

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, 1986.

Pacific Transmission Supply Company

H. G. Culp
(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites
Notary Public in and for said
City, County and State

GPO 839 - 728

448

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

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

Lease Serial No.
W-0322677

Lease effective date
April 1, 1966

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 15: All
Containing 640.00 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214104

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 449
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

By: ANDREW L. TARSHIS
(Authorized Officer)

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

[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 August , 1986 .

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites

Notary Public in and for said
City, County and State

GPO 836 - 844

451

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-1333

Lease effective date
October 1, 1966

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM Section 22: All Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4 Containing 1,240.00 acres, more or less, Sublette County, Wyoming. *It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.	SAME LAND DESCRIPTION AS ITEM 2

214105

RECORDED October 15 1986 12:30PM
IN BOOK 77 Oil PAGE 451
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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: The [redacted] may be used provided that copies are [redacted] reproductions on one sheet of both sides of [redacted] official form in accord-

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 27th day of August, 1986.

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Notary Public in and for said
City, County and State

GPO 839 – 728

453

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-1333

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 22: All
Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4
Containing 1,240.00 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214106

RECORDED October 15 1986 12:30PM
IN BOOK 77 Oil PAGE 453
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact
pc ma

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This form may be reproduced provided that ratio

[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 August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb 2, 1990

Linda M Clites

Notary Public in and for said
City, County and State

GPO 836-844

455

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-1334

Lease effective date
October 1, 1966

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM
Section 23: All
Section 26: All
Containing 1,280.00 acres, more or less,
Sublette County, Wyoming.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

214107

RECORDED October 15 1986 12:30PM
IN BOOK 77 O&G PAGE 455
FEES $6.00 Lois J. Yakey 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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This [redacted] be reproduced provided that copies are e[redacted]oductions on one sheet of both sides of [redacted]al form in accordance with provisions of 43 CFR 3106.

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 27th day of August , 1986

Pacific Transmission Supply Company

H. G. Culp
(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb 2, 1990

Linda M Clites
Notary Public in and for said
City, County and State

456

457

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

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

The undersigned, as owner of TR I-25% TR II-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. 214108

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

RECORDED October 15 1986 12:30 PM
IN BOOK 77 Oil PAGE 457
FEES 6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Chitwood, Deputy

Township 29 North, Range 115 West, 6th PM
Section 23: All
Section 26: All

TR I - 25% - Insofar and only insofar as said operating rights pertain to the surface of the earth to the base of the Bear River Formation, defined as the stratigraphic equivalent of 9,240 feet as reflected on the electric log of the Mitchell Energy #1-31 Thompson Plateau Unit well, located in the NW/4SE/4 Sec. 31, T29N-R114W, 6th PM.

TR II - 50% - Insofar and only insofar as said operating rights pertain to the base of the Bear River Formation (9,240') 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 Sec. 15, T28N-R115W, 6th PM.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By: ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This [redacted] be reproduced provided that copies are [redacted] oductions on one sheet of both sides of [redacted] 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 27th day of August , 1986 .

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites
Notary Public in and for said
City, County and State

459

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-0323141

Lease effective date
March 1, 1966

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM
Section 24: E/2
Containing 320.00 acres, more or less,
Sublette County, Wyoming.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

214109

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 459
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	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	3.00% *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.

Effective as of December 11, 1985,
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By _____
ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

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

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 27th day of August , 1986

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites
Notary Public in and for said
City, County and State

A Federal lessee is obligated to report ...

460

461

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-0323141

Lease effective date
March 1, 1966

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

The undersigned, as owner of TR I-25% TR II-50% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th PM
Section 24: E/2
Containing 320.00 acres, more or less, Sublette County, Wyoming

Tract I - 25% - Insofar and only insofar as said operating rights pertain to the surface of the earth to a depth of 11,727 feet, being the total depth drilled in the Mitchell Energy #1-31 Thompson Plateau Unit Well, located in the NW/4SE/4, Sec. 31, T29N, R114W, Sublette County, Wyoming, and the stratigraphic equivalent thereof.

Tract II - 50% - Insofar and only insofar as said operating rights pertain to 11,727 feet to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th PM.

214110

RECORDED October 15 1986 1:30 PM
IN BOOK 77 Oil PAGE 461
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by: Carol A. Cheney

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985,
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This [redacted] be reproduced provided that copies are exact reproductions on one sheet of both sides of this [redacted] form. Use [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 August , 1986 .
Pacific Transmission Supply Company

J. H. Culp
(Assignee's Signature)
H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites
Notary Public in and for said
City, County and State

462

463

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-0325131

Lease effective date
June 1, 1966

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM Section 24: W/2 Section 25: All Containing 960.00 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214111

RECORDED October 15 1986 12:32 PM
IN BOOK 77 Oil & Gas PAGE 463
FEES $ 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Chesney, 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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

[redacted] [redacted] [redacted]

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet [illegible]

[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 27th day of August , 1986 .
Pacific Transmission Supply Company

[redacted]
(Assignee's Signature)
H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

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

GPO 839 - 728

465

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-0325131

Lease effective date
June 1, 1966

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

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

The undersigned, as owner of TR I-25% TR II-50% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 115 West, 6th P.M.
Section 24: W/2, Section 25: W/2, Containing 640.00 acres, more or less, Sublette County, WY.

TR I - 25% - Insofar and only insofar as said operating rights pertain to the surface of the earth to the base of the Bear River Formation, defined as the stratigraphic equivalent of 9,240 feet as reflected in the electric log of the Mitchell Energy #1-31 Thompson Plateau Unit well, located in the NW/4SE/4 Sec. 31, T29N-R114W, 6th P.M.

TR II - 50% - Insofar and only insofar as said operating rights pertain to the base of the Bear River Formation (9,240') down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Sec. 15, T28N-R115W, 6th P.M.

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

TR I - 25% - Insofar and only insofar as said operating rights pertain to the surface of the earth to a depth of 11,727', being the total depth drilled in the Mitchell Energy #1-31 Thompson Plateau Unit well, located in the NW/4SE/4, Sec. 31, T29N-R114W, 6th P.M., Sublette County, Wyoming.

TR II - 50% - Insofar and only insofar as said operating rights pertain to 11,727' to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Sec. 15, T28N-R115W, 6th P.M., Sublette County, Wyoming.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 465
FEES 6.00 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Sweeney Deputy

214119

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This fo[redacted] reproduced provided that copies are exa[redacted]uctions on one sheet of both sides of thi[redacted] 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 27th day of August, 1986.
Pacific Transmission Supply Company

W. G. Culp
(Assignee's Signature)
H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites
Notary Public in and for said
City, County and State

GPO 836 • 844

467

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--36058

Lease effective date
March 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM Section 21: E/2 Section 27: SW/4SW/4 Section 33: Lots 3, 4, NE/4, N/2SE/4 Containing 678.92 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214113

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O & G PAGE 467
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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This [redacted] reproduced provided that copies are e[redacted]oductions on one sheet of both sides of [redacted]il 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 27th day of August , 1986

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2 1990

Linda M Clites
Notary Public in and for said
City, County and State

A Federal lessee is obligated to report [illegible]

469

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

Lease effective date
March 1, 1967

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 21: E/2
Section 27: SW/4SW/4
Section 33: Lots 3, 4, NE/4, N/2SE/4
Containing 678.92 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214114

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 469
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Greeney, Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% * 6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By [signature] ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This form may be reproduced provided that copies are [illegible] reproductions on one sheet of both sides of [illegible]

[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 31[illegible]2).

C. IT IS HEREBY CERTIFIED That the statements 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, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

GPO 836 - 844

471

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-5702

Lease effective date
June 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM
Section 21: W/2
Section 28: W/2
Containing 640.00 acres, more or less,
Sublette County, Wyoming.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

214115

RECORDED October 15 1986 12:20 PM
IN BOOK 77 O&G PAGE 471
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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986

NOTE: This [redacted] reproduced provided that copies are [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 27th day of August, 1986

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites
Notary Public in and for said
City, County and State

473

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-5702

Lease effective date
June 1, 1967

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

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 21: W/2
Section 28: W/2
Containing 640.00 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214116

RECORDED October 15 1986 12:30 PM
IN BOOK 77 Oil & Gas PAGE 473
FEES $6.00 Lois S. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheeney Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact
for mo

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By [signature] ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This [illegible] reproduced provided that copies are ex[illegible] on one sheet

[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 August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites
Notary Public in and for said
City, County and State

474

GPO 696 - 844

475

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-2702

Lease effective date
January 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM
Section 28: E/2
Containing 320.00 acres, more or less,
Sublette County, Wyoming.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

214117

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 475
FEES $6.00 Lou 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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By: [redacted] ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable [redacted] his lease.

[redacted] CHIEF, LEASING SECTION SEP 17 1986
(Title) [redacted]

[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 27th day of August, 1986.

Pacific Transmission Supply Company

W. E. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

476

GPO 839 – 726

477

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-2702

Lease effective date
January 1, 1967

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

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 28: E/2
Containing 320.00 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214118

RECORDED October 15 1986 12:30PM
IN BOOK 77 O&G PAGE 477
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By [redacted] ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable [redacted] to this lease.

[redacted] CHIEF, LEASING SECTION [redacted] SEP 17 1986
(Date)

PART II

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

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

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

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

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

Executed this 27th day of August , 1986 .

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites

Notary Public in and for said
City, County and State

479

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-36057

Lease effective date
October 1, 1966

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 114 West, 6th PM Section 31: Lots 1 thru 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 Containing 638.34 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214119

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 479
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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 15th day of December, 1986
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION SEP 17 1986
(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] OR ASSIGNEE

[redacted] 11 [redacted]

ASSIGNEE'S REQUEST F[redacted]PROVAL 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 , 1986

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites
Notary Public in and for said
City, County and State

481

Form 3106–14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-36057

Lease effective date
October 1, 1966

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

The undersigned, as owner of TR I-25% / TR II-50% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 114 West, 6th PM
Section 31: Lots 1 thru 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4
Containing 638.34 acres, more or less, Sublette County, Wyoming.

TR I - 25% - Insofar and only insofar as said operating rights pertain to the surface to a depth of 11,727 feet, being the total depth drilled in the Mitchell Energy #1-31 Thompson Plateau Unit well, located in the NW/4SE/4, Sec. 31, T29N, R114W, 6th PM.

TR II - 50% - Insofar and only insofar as said operating rights pertain to 11,727 feet to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th PM.

214120

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 481
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by: Carol A. Cheeney

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% * 6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of the original form in accordance with the provisions of 43 CFR 3106.* [redacted] OR 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 27th day of August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

GPO 836 • 844

483

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-0320841A

Lease effective date
December 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range ~~115~~ 114 West, 6th PM Section 32: Lots 1, 2, 3, 4, N/2S/2, N/2 (All) Containing 662.95 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214121
RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 483
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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: 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] ASSIGNEE

[redacted] 11 [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 27th day of August , 1986

Pacific Transmission Supply Company

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street
(Assignee's Address)

San Francisco, California 94105-1570
(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August ,1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb 2, 1990

Notary Public in and for said
City, County and State

485

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-36060

Lease effective date
June 1, 1967

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM Section 33: Lots 1, 2, NW/4, N/2SW/4 Containing 319.00 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214122

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 485
FEES $6.00 Lois J Yakes 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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION SEP 17 1986
(Title) (Date)

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

[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 27th day of August, 1986

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

487

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-36060

Lease effective date
June 1, 1967

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

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 33: Lots 1, 2, NW/4, N/2SW/4
Containing 319.00 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214123
RECORDED October 15 1986 12:30PM
IN BOOK 77 O&G PAGE 487
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This fo[redacted] be reproduced provided that copies are exa[redacted]ductions on one sheet of both sides of th[redacted] form in accordance u[redacted]ions of 43 CFR 3106.

[redacted]R 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 27th day of August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

GPO 836 • 844

489

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-0320387

Lease effective date
November 1, 1965

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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 29 North, Range 115 West, 6th PM Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2 Containing 644.16 acres, more or less, Sublette County, Wyoming.	SAME LAND DESCRIPTION AS ITEM 2

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

214124

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 489
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	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *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.

Effective as of December 11, 1985.
Executed this 18th day of August, 1986.
Natural Gas Corporation of California

Joan T Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: 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] OR ASSIGNEE

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 27th day of August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

GPO 839-728

491

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

Lease effective date
November 1, 1965

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

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

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

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

Township 29 North, Range 115 West, 6th PM
Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2
Containing 644.16 acres, more or less, Sublette County, Wyoming.

Insofar and only insofar as said operating rights pertain to the surface to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W 6th PM.

214125

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 491
FEES $6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106. [redacted] R 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 27th day of August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M Clites

Notary Public in and for said
City, County and State

GPO 836-844

493
214126

RECORDED October 15 1986 12:30 PM
IN BOOK 77 O&G PAGE 493
FEES 6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheeney, Deputy

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-0320841A

Lease effective date
December 1, 1965

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

PART I

1. Assignee's Name

Pacific Transmission Supply Company

Address *(include zip code)*

160 Spear Street, San Francisco, California 94105-1570

The undersigned, as owner of TR I-25% TR II-50% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 114 West, 6th PM
Section 32: Lots 1, 2, 3, 4, N/2S/2, N/2 (All)
Containing 662.95 acres, more or less, Sublette County, Wyoming.

Tract I - 25% - Insofar and only insofar as said operating rights pertain to the surface of the earth to a depth of 11,727 feet, being the total depth drilled in the Mitchell Energy #1-31 Thompson Plateau Unit well, located in the NW/4SE/4, Sec. 31, T29N-R114W, 6th PM, Sublette County, Wyoming, and the stratigraphic equivalent thereof.

Tract II - 50% - Insofar and only insofar as said operating rights pertain to 11,727 feet to the base of the Triassic Nugget formation deemed to be the stratigraphic equivalent of the depth of 12,154' as measured in the Humble #2 Hoback II Unit well located in Section 15, T28N-R115W, 6th PM.

*It is the intention of the parties herein that the previously reserved 6.25% overriding royalty interest and contingent interest in net profits in favor of Pacific Transmission Supply Company are merged into the interest reacquired by Pacific Transmission Supply Company under this assignment and thereby extinguished.

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3.00% *6.25%

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

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

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

Effective as of December 11, 1985.
Executed this 15th day of August, 1986.
Natural Gas Corporation of California

Joan T. Buckbee
(Assignor's Signature)
Joan T. Buckbee, Attorney-in-Fact

Four Embarcadero Center, Suite 1400
(Assignor's Address)

San Francisco, California 94111-4164
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION
(Title)

SEP 17 1986
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with [redacted] ions of 43 CFR 3106. [redacted] 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 27th day of August, 1986.

Pacific Transmission Supply Company

H. G. Culp

(Assignee's Signature)

H. G. Culp, Vice-President

160 Spear Street

(Assignee's Address)

San Francisco, California 94105-1570

(City) (State) (Zip Code)

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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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 18th day of August, 1986, before me, Linda M. Clites, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Joan T. Buckbee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of Natural Gas Corporation of California, and acknowledged to me that she subscribed the name of said corporation thereto as principal, and her own name as Attorney-in-Fact and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
LINDA M. CLITES
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Feb. 2, 1990

Linda M. Clites

Notary Public in and for said
City, County and State

495

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-100902

Lease effective date
8-1-86

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

HPC, Inc.

Address *(include zip code)*

1225-17th Street, Suite 3100, 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
Township 29 North-Range 108 West, 6th P.M. Section 27: All Section 34: All Section 35: All Containing 1920.00 acres, more or less Sublette County, Wyoming	

214157

RECORDED October 16 1986 12:00PM
IN BOOK 77 O&G PAGE 495
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

3. Specify ~~interest~~ percent of assignor's record title interest being conveyed to assignee	100%
4. Specify ~~percentage~~ percent of record title interest being retained by assignor, if any	-0-
5. Specify overriding royalty being reserved by assignor	5.0%
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 25th day of August, 19 86.

Y Eugene J. Wait, Jr.
(Assignor's Signature)

c/o Peter Hummel
P.O. Box 10350
(Assignor's Address)

Eugene J. Wait, Jr.
SS# 550-30-7742

Reno Nevada 89510
(City) (State) (Zip Code)

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

74027107A
(Title) (Date)

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

[redacted] [redacted] [redacted]

[redacted] P[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this day of , 19 .

HPC, INC.

K.V. Christensen
(Assignee's Signature)

K.V. Christensen
Attorney-in-Fact

1225-17th Street, Suite 3100
(Assignee's Address)

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

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

INSTRUCTIONS

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

6. REASSIGNMENT — of Lease:

Assignee may at any time and from time to time at a date of forty-five (45) days or more prior to the next anniversary date the annual rental will be due and payable to the U.S. Government surrender, relinquish or reassign all or any part of the lands described herein; provided, however, that Assignee will give prior written notice to Assignors of such intention with an offer to reassign to Assignors and specifying in such notice, if by Partial Reassignment, the legal description of the land in which it proposes to terminate its interest. If Assignors do not accept said offer of reassignment by written notice to Assignee within thirty (30) days from and after the date of receipt of said offer, said offer will be deemed rejected and Assignee shall be free to and may relinquish or surrender the land contained therein to the U.S. Government. If such offer of reassignment is accepted by Assignors within said 30-day period, Assignee will forthwith execute, acknowledge and deliver to Assignors a good and sufficient instrument of reassignment pursuant to said notice and Assignee will be relieved of all obligations or liabilities occurring thereafter as to the land contained therein.

STATE OF NEVADA,

County of WASHOE } ss.

On August 25, 1986,
DATE personally appeared before me

a Notary Public (or judge or other officer, as the case may be), Eugene J. Wait, Jr.,

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Washoe *the day and year in this certificate first above written.*

Shirley Taft Oar
Signature of Notary

SHIRLEY TAFT OAR
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES APR 26, 1989

PRINTED BY WILKINS PRINTING, INC., 1625 GLENARM PLACE, DENVER, CO[redacted]

[redacted] STATE[redacted]

Form 3106–5
(November 1975)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR[redacted]ROVED
OMB NO. 42–R1599

Serial No. W-57521

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

√R. K. CRAMER
1140 Petroleum Club Bldg.
Denver, Colorado 80202

214158

RECORDED October 16 1986 12:00 M
IN BOOK 77 O&G PAGE 498
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

1. The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) February 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 28N, Range 108W
Section 1: Lots 1,2,3,4, S/2 S/2
Section 2: Lots 1,2,3,4, S/2 S/2
Section 3: Lots 1,2,3,4, S/2 S/2
Section 4: Lots 1,2,3,4, S/2 S/2
Section 10: All
Section 11: All
(containing 2554.64 acres, more or less, in Sublette County, Wyoming)

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* one-half of one percent (1/2 of 1%) ORRI

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* none

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

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

Executed this 18th day of November, 1976

Dorothy M. Trommeter
(Assignor's Signature)
Dorothy M. Trommeter

2601 Forest St.
(Assignor's Address)

Denver, Colorado 80207
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the 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 FEB 1 1977

By Glenna M. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 11 1977
(Date)

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

FOR CLAIMANT

499

FEB 17 1977

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☑ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $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 18th day of November, 1976

R. K. CRAMER
1140 Petroleum Club Bldg.
Denver, Colorado 80202

(Assignee's Signature)

(Address, include zip code)

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

STATE OF COLORADO
COUNTY OF 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 18th day of November, 1976, personally appeared Dorothy M. Trometer

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 June 18-1979

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On _____, 19____, before me personally came the above named _____ (who being by me duly sworn, did say that he is the _____ President of _____ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
Residing at:

523

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 57521

Lease effective date FEB 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

WILLIAM T. ROGERS

Address *(include zip code)*

Box 2375, Casper, Wyoming 82601

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

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

Township 28 North, Range 108 West, 6th P.M.
Sec. 1: Lots 1, 2, 3, 4, S/2S/2
Sec. 2: Lots 1, 2, 3, 4 S/2S/2
Sec. 3: Lots 1, 2, 3, 4, S/2S/2
Sec. 4: Lots 1, 2, 3, 4, S/2S/2
Sec. 10: All
Sec. 11: All

214159

Containing 2554.64 acres, located in Sublette County, Wyoming

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1980 SEP 10 PM 12: 15
RECEIVED
CHEYENNE, WYOMING

RECORDED October 16 1986 12:00 PM
IN BOOK 77 O&G PAGE 500
FEES $8.00 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	None
5. Specify overriding royalty being reserved by assignor	4-1/2% ORR
6. Specify overriding royalty previously reserved or conveyed, if any	1/2 of 1% ORR

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

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

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

Executed this 25th day of June, 19 30.

R. R. Cramm
(Assignor's Signature)
R. R. CRAMM

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 APR 1 1981

By Glenn W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 29 1981
(Date)

002264

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

FOR CLAIMANT

500

501

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [XX] 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). **statement attached**
6. A filing fee of $25.00 is attached.

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

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

Executed this **7th** day of **July**, 19 **80**.

William T Rogers
(Assignee's Signature)
William T. Rogers

P.O. Box 2875
(Assignee's Address)

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

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

ACKNOWLEDGMENT ATTACHED TO
LEASE NO. W-57521

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of June, 1980, personally appeared ALICE 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 she 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:

June 1, 1983

Carol Allegret
Notary Public

rence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

[redacted] [redacted] ☆U.S. Government Printing [redacted] 7-654/407

ATTACHED TO W-57521

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)

RCL

WTR

502

503

Bridger 523

FILED - A.C.
APR 08 1986

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 57521 74027096A

Lease effective date
February 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
HPC, INC.

Address (include zip code)
Suite 3100, Seventeenth Street Plaza
1225 Seventeenth Street, Denver, Colorado 80202-5531

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

2. Describe the lands affected by this assignment

Township 28 North, Range 108 West, 6th P.M.

Section 1: Lots 1, 2, 3, 4, S½S½
Section 2: Lots 1, 2, 3, 4, S½S½
Section 3: Lots 1, 2, 3, 4, S½S½
Section 4: Lots 1, 2, 3, 4, S½S½
Section 10: All
Section 11: All

2,554.64 acres

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

214160

RECORDED October 16 1986 12:00 PM
IN BOOK 77 O&G PAGE 503
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

RIDER W 57521

This assignment is subject to the terms and conditions contained in that certain assignment from William T. Rogers and Keating M. Rogers, his wife Assignor (s), to American Hunter Exploration, Limited dated 8th day of July, 19 80.

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	Ø %
5. Specify overriding royalty being reserved by assignor	2.5 %
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 27th day of November, 19 85.

AMERICAN HUNTER EXPLORATION, LTD.

By: James E. Chaput
(Assignor's Signature)

James E. Chaput, Vice President - Land

Suite 2300, 1700 Lincoln
(Assignor's Address)

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

DE.

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

THE UNITED STATES OF AMERICA

Assignment approved effective FEB 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

CHIEF, LEASING SECTION MAR 11 1986
(Title) FOR ASSIGNEE (Date)

NOTE: This [redacted] be reproduced provided that copies are [redacted] reproductions on one sheet of both sides of this official form in accordance [redacted] visions of 43 CFR 3106.

[redacted] PA [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:

FILED - 03A
APR 18 AM

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

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

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

Executed this 12 day of December, 1985.

HPC, Inc
J.H. Young
(Assignee's Signature)

J.H. YOUNG
Attorney-In-Fact

1225 17th ST. SUITE 3100
DENVER, CO. 80202
(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

NOTICE

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

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

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

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

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

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

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

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

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

GPO 837 - 559

PROVINCE OF ALBERTA)
)
CANADA)

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared JAMES E. CHAPUT, known to me to be the person whose name is subscribed to the foregoing instrument, as SENIOR VICE PRESIDENT - LAND of AMERICAN HUNTER EXPLORATION LTD., a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of [illegible], 19 86.

Notary Public in and for the
Province of Alberta, Canada.

MYRNA L. BIRNIE
Notary Public in and for
the Province of Alberta

My Appointment Expires
December 31, 1988

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-60112

Lease effective date October 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name HPC, Inc.

Address *(include zip code)* 1225 Seventeenth Street, Suite 3100
Denver, Colorado 80202-5589

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

2. Describe the lands affected by this assignment

Township 28 North, Range 108 West, 6th P.M.

Section 15: NE¼, NE¼NW¼, S½NW¼, S½
Section 20: All
Section 21: All
Section 22: S½

Containing 2200.00 acres in Sublette County, Wyoming.

Assignment approved as to lands described below

214162
RECORDED October 16 1986 2:00 PM
IN BOOK 77 Oil & Gas PAGE 506
FEES $8.00 Lois J. Jakes 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	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 15th day of September , 1986 .

ELF AQUITAINE, INC.

R. R. Simmons (Assignor's Signature)

1000 Louisiana, Suite 3800
(Assignor's Address)

ATTEST: Sylvia D. Ford.
By: S. D. Ford, Assistant Secretary

Houston Texas 77002
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ 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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74027111H

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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 24th day of September, 1986.

HPC, INC.

K. V. Christensen
(Assignee's Signature)
K. V. Christensen
Attorney-in-Fact

HPC, INC.
1225 17th Street, Suite 3100
(Assignee's Address)
Denver, CO 80202
(City) (State) (Zip Code)

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

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

SERIAL NO. W-60112

EFFECTIVE DATE October 1, 1977

RIDER

Attached to and made a part of that certain ASSIGNMENT dated September 15,1986, between Elf Aquitaine, Inc., as Assignor, and, HPC, Inc., as Assignee(s), affecting Record Title in Oil and Gas Lease Serial No. W-60112 (hereinafter called "Lease").

This ASSIGNMENT AFFECTING RECORD TITLE is made subject to all the terms and provisions of that certain ASSIGNMENT AFFECTING RECORD TITLE dated January 11, 1979 between Rosalie Flanagan - as Assignor and Elf Aquitaine, Inc., as Assignee, and to all previous ASSIGNMENTS OF LEASE.

It is understood and agreed that this ASSIGNMENT AFFECTING RECORD TITLE is made without warranty of title, either express or implied.

STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, a Notary Public in and for said county and state, on this 15th day of September, 1986 personally appeared R.R. Simmons to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS MY HAND AND OFFICIAL SEAL the day and year last above written.

Rebecca K. Jones
Notary Public in and for the State of Texas

REBECCA K. JONES
Notary Public, State of Texas
My Commission Expires November 5, 1988
Bonded by Lovell Agency, Lawyers Surety Corp.

My Commission Expires:

11/05/88

509

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-60563

Lease effective date
October 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

HPC, Inc.

Address *(include zip code)*

1225 17th Street, Suite 3100, 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
T 29 N R 109 W 6th PM Section 25: All Section 26: All Section 27: All Section 35: All Containing 2560 Acres, more or less Sublette County, Wyoming	

214163

RECORDED October 16 1986 2:00 PM
IN BOOK 77 O&G PAGE 509
FEES $8.00 Lois J. Yakel 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	None
5. Specify overriding royalty being reserved by assignor	4% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	1% of 8/8ths

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

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

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

Executed this 2nd day of September, 19 86.

(Assignor's Signature)

Raymond N. Joeckel

1775 Sherman Street, Suite 2100
(Assignor's Address)

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

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accord- an[redacted] rovisions of 43 CFR 3106.

[redacted] 7493711 [redacted]

[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

K.V. Christensen

(Assignee's Signature)

K. C. Christensen, Attorney-in-Fact

LAW

HPC, Inc.

1225 17th Street, Suite 3100

(Assignee's Address)

Denver, CO 80202

(City) (State) (Zip Code)

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

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.

[illegible] of 43 CFR 3106

5/0

ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Denver

On this 2nd day of September, 19 86, personally appeared Raymond N. Joeckel to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as E. his free act and deed.

IN WITNESS my hand and seal this 2nd day of September, 19 86.

CATHERINE E. JOECKEL NOTARY PUBLIC STATE OF COLORADO

Catherine E. Joeckel
Notary Public
Catherine E. Joeckel
1775 Sherman Street, Suite 2100
Denver, Colorado 80203

My Commission Expires:

July 17, 1987

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-60563

Lease effective date
October 1, 1977

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Raymond N. Joeckel

Address *(include zip code)*
1775 Sherman Street, Suite 2100, Denver, Colorado 80203

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

2. Describe the lands affected by this assignment

T 29 N R 109 W 6th PM

Section 25: All
Section 26: All
Section 27: All
Section 35: All

Containing 2560 Acres, more or less
Sublette County, Wyoming

Assignment approved as to lands described below

214164

RECORDED October 16 1986 2:00 P M
IN BOOK 77 O&G PAGE 512
FEES $8.00 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	None
5. Specify overriding royalty being reserved by assignor	1% 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 2nd day of September , 1986 .

Mary C. Joeckel
(Assignor's Signature)
Mary C. Joeckel

1775 Sherman Street, Suite 2100
(Assignor's Address)

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

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United 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 day of , 19

(Assignee's Signature)

(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

NOTICE

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

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

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

ROUTINE USES:
(1) The adjudication of the assignee's rights to the land or resources.
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Denver

On this 2nd day of September, 19 86, personally appeared Mary C. Joeckel 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 my hand and seal this 2nd day of September, 19 86.

CATHERINE E. JOECKEL NOTARY PUBLIC STATE OF COLORADO

Notary Public
Catherine E. Joeckel
1775 Sherman Street, Sutie 2100
Denver, Colorado 80203

My Commission Expires:

July 17, 1987

515

74027085A

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W 87024

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

214165

HPC, INC.
1225 17th St., Suite 3100
Denver, CO 80202

RECORDED October 16 1986 2:00 PM
IN BOOK 77 O&G PAGE 515
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* Sept. 01, 1986, 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)*

T. 37 N., R. 110 W., Sublette County, Wyoming, 6th P.M.,WY

Sec. 14: $NW\frac{1}{4}NW\frac{1}{4}$
Sec. 15: $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}$

containing 480.00 acres, m/l

REASSIGNMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

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.)* 6.25% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* NONE

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

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

Executed this 3rd day of September, 19 86

Mary B. Sprinkle
(Assignor's Signature)

Box 6483
(Assignor's Address)

NOTARY PUBLIC

Mary B. Sprinkle
Joseph S. Sprinkle
Joseph S. Sprinkle (spouse) 460 34 1943

Denver, CO 80206
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(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 31

[redacted] PAR[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

Executed this 19 day of September, 19 86

HPC, Inc.

By: K. V. Christensen
K. V. Christensen, Attorney-in-Fac

LAW

1225 17th Street, Suite 3100
(Assignee's Signature)

Denver, CO 80202
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

* U.S. Government Printing Office:
1972-782-198/199 Region 8

STATE OF COLORADO }
} ss.
COUNTY OF DENVER }

On the 3rd day of September, 19 86, before me personally appeared Mary B. Sprinkle and Joseph S. Sprinkle, her spouse the signor...s. of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:

My Commission Expires 2/18/90

Notary Public
Residing in Denver National Bank
Box 5586 Terminal Annex
Denver, Colorado 80217

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease. W 87024 MBS

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 7th day of June, 19 86, a certain oil and gas lease was made, executed, and delivered by Jane E. Muir, a widow
5775 S. Kline, #126
Littleton, CO 80123

as Lessor, to BWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202, as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

T31N, R113W, 6th PM
Section 26: NE¼NE¼
35: NE¼SE¼
36: W½

214172

RECORDED October 17 1986 11:00AM
IN BOOK 77 O&G PAGE 518
FEES $ 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

said lease being recorded in Book_____at Page_____of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further 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 persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 16th day of ~~June~~ Sept., 19 86.

David Neal Muir

STATE OF COLORADO
COUNTY OF Arapahoe } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16th day of June September, 19 86, personally appeared David Neal Muir and ~~xxx~~

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 July 11, 1987

Notary Public

STATE OF_____
COUNTY OF_____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this_____day of_____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came_____, _____ president of_____, a corporation of the State of_____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires_____

Notary Public

518

FORM T3

519

RECEIVED JUL 16 198

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 7th day of June, 19 86, a certain oil and gas lease was made, executed, and delivered by Jane E. Muir, a widow
5775 S. Kline, #126
Littleton, CO 80123
as Lessor, to BWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202
as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

T31N, R113W, 6th PM
Section 26: NE¼NE¼
35: NE¼SE¼
36: W½

214173

RECORDED October 17, 1986 11:00 A.M.
IN BOOK 77 O&G PAGE 519
FEES $ 4.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

said lease being recorded in Book____ at Page____ of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further 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 persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 15th day of ~~June~~ July (KH), 19 86.

John Mark Muir

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 15th day of ~~June~~ July (KH), 19 86, personally appeared John Mark Muir
~~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 ~~My Commission Expires~~

Karen Hennagir Notary Public
1955 Sherman Street, Denver, Colo., 8020

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires

Notary Public

[redacted] [redacted] [redacted]

FORM T[redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 7th day of June, 19 86, a certain oil and gas lease was made, executed, and delivered by Jane E. Muir, widow
5775 S. Kline, #126
Littleton, CO 80123

as Lessor s, to BWAB Incorporated, 1801 California St., Suite 1000, Denver, CO 80202, as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

T31N, R113W, 6th PM
Section 26: NE¼NE¼
35: NE¼SE¼
36: W½

214174

RECORDED October 17 1986 11:00AM
IN BOOK 77 O&G PAGE 520
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney Deputy

said lease being recorded in Book_____ at Page_____ of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further 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 persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 11 day of ~~June~~ August, 19 86.

Susan Jane Muir Bartz

Susan Jane Muir Bartz

STATE OF TEXAS }
COUNTY OF Dallas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 11 day of ~~June~~ August, 19 86, personally appeared Susan Jane Muir Bartz and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 12-31-89

Janie Lowry
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires _____
Notary Public

520

FORM T3

521

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 19th day of February, 19 86, a certain oil and gas lease was made, executed, and delivered by Helen D. Tanner, a widow

as Lessor, to BWAB Incorporated,

as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

Township 31 North, Range 113 West, 6th PM
Section 26: $SW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
27: $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
35: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

214175

RECORDED October 17 1986 11:00 AM
IN BOOK 77 O&G PAGE 521
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney Deputy

RECEIVED
SEP 19 1986
BWAB INCORPORATED

said lease being recorded in Book 76 at Page 602 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further 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 persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 17 day of Sept., 19 86.

Helen D. Tanner
Helen D. Tanner, a/k/a Helen B. Tanner, Trustee under Trust Agreement dated May 23, 1973 and recorded in Book 37 at Page 588, Sublette County, Wyoming

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 17th day of September, 19 86, personally appeared Helen D. Tanner, a/k/a Helen B. Tanner, Trustee under Trust Agreement dated May 23, 1973 and recorded in Book 37 at Page 588, Sublette County, Wyoming

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires March 7, 1988

Notary Public

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires _____

Notary Public

1180-039

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, Belco Development Corporation, a Corporation whose address is 1801 California Street, Suite 4800, Denver, Colorado 80202-2648, does hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil and Gas Lease, situated in the County of Sublette, State of Wyoming to wit:

LEASE NO.:	1180-039
DATE:	April 17, 1959
LESSOR:	Robert L. Miller et ux
LESSEE:	Belco Petroleum Croporation
DESCRIPTION:	Township 29 North, Range 111 West Section 6: Lots 6,7,E/2SW/4,SE/4 Section 7: Lots 1,2,3,4,E/2W/2,NE/4 Township 30 North, Range 112 West Section 36:W/2SE/4 Township 29 North, Range 112 West Section 1: Lot 2,SW/4NE/4,SE/4 Containing 1,120 gross acres, more or less. Sublette County, Wyoming
RECORDED:	Book 24, Page 3

There is excepted from this release any and all right, title and interest of the undersigned under any other lands covered by said lease which are not specifically described in this release.

Executed this 6th day of Oct., 1986.

ATTEST:

BELCO DEVELOPMENT CORPORATION

BY: J. Jeffers Spencer
Assistant Secretary

J. JEFFERS SPENCER

BY: R. W. Usrey
R. W. USREY
Vice President - Land

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 6th day of October by R. W. USREY, as Vice President - Land of Belco Development Corporation.

Witness my hand and official seal.

My Commission Expires: DEBRA J. DENNIS
Notary Public in and for the State of Texas
My Commission Expires December 14, 1987

Debra J. Dennis
Notary Public

/dm

214196

RECORDED October 20, 1986 10:00 AM
IN BOOK 77 Deed PAGE 522
FEES $4.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

522

Sublette County, Wyoming

STIPULATION OF INTEREST

WHEREAS, certain Declarations of Trust have been executed and recorded in various counties and parishes in various states between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO and the various CAN-AM LIMITED PARTNERSHIPS (as hereinafter defined) that describe record title ownership in varying percentages between the parties as partners in the U.S. Quasar Partnerships (as hereinafter defined); and

WHEREAS, certain Dissolution of Trust Declarations have been filed in various counties and parishes in various states between the same parties in an attempt to dissolve the trusts described above; and

WHEREAS, some confusion may arise from the varying percentages by which the parties to the Declarations of Trust hold record title; and

WHEREAS some confusion may arise from the attempts to dissolve those Declarations of Trust;

NOW THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged by the parties hereto, AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, AMERICAN QUASAR PETROLEUM CO., a Texas corporation, CAN-AM DRILLING PROGRAMS INC., a Texas corporation, CANADIAN AMERICAN RESOURCES FUND, INC., a Texas corporation, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-2, CAN-AM DRILLING PROGRAMS LIMITED

214207

[redacted]207

RECORDED October 20 1986 11:01 A.M.
IN BOOK 77 Misc 1 PAGE 523
FEES 5.00 [redacted] COUNTY CLERK

[redacted]

PARTNERSHIP 1977-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-4, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1982-1, all Texas limited partnerships (the "Can-Am Partnerships"), U.S. QUASAR PARTNERSHIP No. 1973-1, U.S. QUASAR PARTNERSHIP No. 1973-2, U.S. QUASAR PARTNERSHIP No. 1973-3, U.S. QUASAR PARTNERSHIP No. 1976-1, U.S. QUASAR PARTNERSHIP No. 1976-3, U.S. QUASAR PARTNERSHIP No. 1978-1, U.S. QUASAR PARTNERSHIP No. 1978-2, U.S. QUASAR PARTNERSHIP No. 1978-3, U.S. QUASAR PARTNERSHIP No. 1979-1, U.S. QUASAR PARTNERSHIP No. 1979-2, U.S. QUASAR PARTNERSHIP No. 1979-3, U.S. QUASAR PARTNERSHIP No. 1980-0, U.S. QUASAR PARTNERSHIP No. 1980-1, U.S. QUASAR PARTNERSHIP No. 1980-4, U.S. QUASAR PARTNERSHIP No. 1981-1, U.S. QUASAR PARTNERSHIP No. 1981-2, U.S. QUASAR PARTNERSHIP No. 1981-3, U.S. QUASAR PARTNERSHIP No. 1982-1, all Texas general partnerships (the "U.S. Quasar Partnerships"), all with an address of 2500 Texas American Bank Building, Fort Worth, Texas 76102, do hereby agree and stipulate that AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO is intended to own and does own all of the right, title and interest in the interests in the properties described on Exhibit A and/or B attached hereto and made a part hereof, including any interest reflected in a Declaration of Trust as being held by or for a Can-Am Partnership or a U.S. Quasar Partnership. The undersigned parties and each of them do hereby grant, bargain, sell, quitclaim and convey, to AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, whatever interest is necessary to effectuate such ownership.

This Stipulation of Interest shall be binding upon the parties hereto, their respective successors and assigns, forever. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument is executed this 8th day of October, 1986.

ATTEST:

Debra G. Baker,
Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.

By: _____
Jeffrey L. Stevens,
Vice President

ATTEST:

Rachelle Montgomery
Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

By: _____
Dick Reames,
Vice President

ATTEST:

Debra G. Baker,
Assistant Secretary

CAN-AM DRILLING PROGRAMS INC.
By: American Quasar Petroleum Co.,
as successor in interest by
merger

By: _____
Jeffrey L. Stevens,
Vice President

ATTEST:

Debra G. Baker,
Assistant Secretary

CANADIAN-AMERICAN RESOURCES
FUND, INC.
By: American Quasar Petroleum Co.,
as successor in interest by
merger

By: _____
Jeffrey L. Stevens,
Vice President

CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-1
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-3
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-4
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1982-1

ATTEST:

Debra G. Baker,
Assistant Secretary

By: American Quasar Petroleum Co., as general partner

By: _____
Jeffrey L. Stevens,
Vice President

CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-1
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-3
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-1
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-3
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-1

By: American Quasar Petroleum Co.
as general partner at the
time of dissolution of such
partnerships

ATTEST:

Debra G. Baker,
Assistant Secretary

By: _____
Jeffrey L. Stevens,
Vice President

U.S. QUASAR PARTNERSHIP No. 1973-1
U.S. QUASAR PARTNERSHIP No. 1973-2
U.S. QUASAR PARTNERSHIP No. 1973-3
U.S. QUASAR PARTNERSHIP No. 1976-1
U.S. QUASAR PARTNERSHIP No. 1976-3
U.S. QUASAR PARTNERSHIP No. 1978-1
U.S. QUASAR PARTNERSHIP No. 1978-2
U.S. QUASAR PARTNERSHIP No. 1978-3
U.S. QUASAR PARTNERSHIP No. 1979-1
U.S. QUASAR PARTNERSHIP No. 1979-2
U.S. QUASAR PARTNERSHIP No. 1979-3
U.S. QUASAR PARTNERSHIP No. 1980-0
U.S. QUASAR PARTNERSHIP No. 1980-1
U.S. QUASAR PARTNERSHIP No. 1980-4
U.S. QUASAR PARTNERSHIP No. 1981-1
U.S. QUASAR PARTNERSHIP No. 1981-2
U.S. QUASAR PARTNERSHIP No. 1981-3
U.S. QUASAR PARTNERSHIP No. 1982-1

ATTEST:

Rachelle Montgomery,
Assistant Secretary

By: American Quasar Petroleum Co.
of New Mexico, as general
partner

By: _____
Dick Reames,
Vice President

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

This instrument was acknowledged before me on October 8th, 1986 by Jeffrey L. Stevens, Vice President of American Quasar Petroleum Co., a Texas corporation, on its own behalf and as general partner of CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-4, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1982-1, and as general partner at the time of dissolution of CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-3, and CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-1, all Texas limited partnerships.

Witness my hand and official seal the date last above set forth.

Notary Public Edie Swanson
Address: 2500 Fort Worth National Bank Building
Fort Worth, Texas 76102

My commission expires:
4-14-90
(SEAL)

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant)

This instrument was acknowledged before me on October 8th, 1986 by Dick Reames, Vice President of American Quasar Petroleum Co. of New Mexico, a New Mexico corporation, on its own behalf and as general partner of U.S. QUASAR PARTNERSHIP No. 1973-1, U.S. QUASAR PARTNERSHIP No. 1973-2, U.S. QUASAR PARTNERSHIP No. 1973-3, U.S. QUASAR PARTNERSHIP No. 1976-1, U.S. QUASAR PARTNERSHIP No. 1976-3, U.S. QUASAR PARTNERSHIP No. 1978-1, U.S. QUASAR PARTNERSHIP No. 1978-2, U.S. QUASAR PARTNERSHIP No. 1978-3, U.S. QUASAR PARTNERSHIP No. 1979-1, U.S. QUASAR PARTNERSHIP No. 1979-2, U.S. QUASAR PARTNERSHIP No. 1979-3, U.S. QUASAR PARTNERSHIP No. 1980-0, U.S. QUASAR PARTNERSHIP No. 1980-1, U.S. QUASAR PARTNERSHIP No. 1980-4, U.S. QUASAR PARTNERSHIP No. 1981-1, U.S. QUASAR PARTNERSHIP No. 1981-2, U.S. QUASAR PARTNERSHIP No. 1981-3, U.S. QUASAR PARTNERSHIP No. 1982-1, all Texas general partnerships.

Witness my hand and official seal the date last above set forth.

Notary Public Edie Swanson
Address: 2500 Fort Worth National Bank Building
Fort Worth, Texas 76102

My commission expires:
4-14-90
(SEAL)

(JR/SYPAQP.TXT)

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EXHIBIT "A"

Riley Ridge Federal #8-24, Riley Ridge Prospect, Sublette County, Wyoming

1. Oil and Gas Lease dated April 1, 1975, from the United States of America, as Lessor, to John A. Yates, as Lessee, bearing Serial Number W-49634;

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

Township 29 North, Range 114 West
Section 17: All

Containing 640.0 acres, more or less.

Limited in depth to that interval from the base of the Dakota Formation, down to the stratigraphic equivalent of the total depth reached in the Riley Ridge #8-24 Well located in the SESW of Section 8, Township 29 North, Range 114 West, Sublette County, Wyoming.

SUBJECT TO THE FOLLOWING:

A. Pooling Agreement dated June 1, 1979, between Yates Drilling Company, et al, and Terra Resources, et al;

B. Farmout Letter Agreement dated January 5, 1979, from Yates Drilling Company, et al, to Christmann and Associates, as amended;

C. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Company;

D. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Company of New Mexico, et al;

E. Agreement dated August 15, 1979, by and between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

F. That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "A"

Riley Ridge Federal #10-14, Riley Ridge Prospect, Sublette County, Wyoming

1. Oil and Gas Lease dated effective June 1, 1974, between United States of America, as Lessor and Joanne Pritchett, as Lessee, bearing Serial Number W-78475 (segregated out of Lease W-45261);

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 29 North, Range 114 West
Section 10: SW/4

Containing 160.0 acres, more or less.

SUBJECT TO THE FOLLOWING:

A. Farmout Option Agreement dated August 24, 1979, between Pacific Transmission Supply Company and John J. Christmann, as amended September 19, 1980 and January 15, 1981;

B. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Co.;

C. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico, et al;

D. Agreement dated August 15, 1979, by and between American Quasar Petroleum Co. of New Mexico and John J. Christmann.

E. That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "A"

Riley Ridge Federal #12-43 Riley Ridge Prospect, Sublette County, Wyoming

1. Oil and Gas Lease dated effective December 1, 1975, between The United States of America, as Lessor and Edward C. Reinauer, Sr., as Lessee, bearing Serial Number W-52404;

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 29 North, Range 115 West
Section 12: All

Containing 640.0 acres, more or less.

SUBJECT TO THE FOLLOWING:

A. Letter Agreement dated July 12, 1979, by and between Dreiling Ltd. and John J. Chistmann, as amended;

B. Agreement dated August 15, 1979, between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

C. Letter Agreement dated September 25, 1979 by and between Mesa Petroleum Company and American Quasar Petroleum Co. of New Mexico;

D. Farmout Agreement and Operating Agreement dated August 15, 1981, between Dreiling, Ltd. and American Quasar Petroleum Co. of New Mexico, et al, as amended;

E. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico and Amoco Production Company, et al.

F. That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "A"

Riley Ridge Federal #17-34, Riley Ridge Prospect, Sublette County, Wyoming

1. Oil and Gas Lease effective date April 1, 1976, from the United States of America, as Lessor, to Estelle C. Haefele, as Lessee, bearing serial number W-60620 (segregated out of W-54161);

INSOFAR AND ONLY INSOFAR as said lease and interest covers the following described lands:

Township 29 North, Range 114 West
Section 17: All

Containing 640.0 acres, more or less.

Limited in depth to that interval from the base of the Dakota Formation, being defined as that certain stratigraphic horizon found at 9,340 feet on the Induction Electrical Log in the True Belco State No. 24-16 Well, located in the SESW of Section 16, Township 29 North, Range 114 West, down to the stratigraphic equivalent of the total depth (16,370 feet) drilled in the Riley Ridge Federal No. 17-34 well, located in the SWSE of Section 17, Township 29 North, Range 114 West, Sublette County, Wyoming.

SUBJECT TO THE FOLLOWING:

A. Farmout Agreement dated April 3, 1979, from Terra Resources, Inc., et al, to John J. Christmann, as amended June 4, 1979, and June 29, 1979, and November 30, 1979;

B. Farmout Agreement dated October 12, 1981, from Terra Resources, Inc., to American Quasar Petroleum Co. of New Mexico;

C. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Company;

D. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico, et al;

E. Agreement dated August 15, 1979, by and between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

F. Pooling Agreement dated June 1, 1979, by and between Yates Drilling Company, et al, and Terra Resources, Inc., et al.

G. That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Riley Ridge Federal #33-24, North Riley Ridge Prospect, Sublette County, Wyoming

1. Oil and Gas Lease effective October 1, 1972, between United States of America, as Lessor and Devereux Milburn, Jr., as Lessee, bearing Serial Number W-36438;

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 29 North, Range 114 West
Section 33: All

Containing 640.0 acres, more or less.

SUBJECT TO THE FOLLOWING:

A. Farmout Agreement dated September 25, 1981, between Skyline Oil Company, as Farmor and American Quasar Petroleum Co. of New Mexico, as Farmee, as Amended;

B. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Company;

C. Letter Agreement dated May 15, 1981, between Skyline Oil Company and American Quasar Petroleum Co. of New Mexico, as amended;

D. Letter Agreement dated August 24, 1981, American Quasar Petroleum Company of New Mexico and Mesa Petroleum Company.

E. That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "B"

Undeveloped Acreage

Prospect: Riley Ridge
State/County: Sublette County, Wyoming

1. Lessor: United States of America (Serial No. W-67196)
Lessee: Gus Carras
Dated: April 1, 1979
Recorded:
Description: Township 29 North, Range 115 West
Section 1: All
Section 2: All
Section 11: E2, E2W2

2. Lessor: United States of America (Serial No. W-38887)
Lessee: Howell Spear
Dated: April 1, 1973
Recorded:
Description: Township 29 North, Range 114 West 6th PM
Section 4: Lot 4, S2NE, SWNW, S2
Section 5: Lots 1, 2, 3, S2N2, S2

3. Lessor: United States of America (Serial No. W-78476)
Lessee: Pete J. Kithas
Dated: March 1, 1975
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 9: N2

4. Lessor: United States of America (Serial No. W-49634)
Lessee: John A. Yates
Dated: April 1, 1975
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 8: All

5. Lessor: United States of America (Serial No. W-54161)
Lessee: Estelle C. Haefele
Dated: April 1, 1976
Recorded: 54/549
Description: Township 29 North, Range 114 West, 6th PM
Section 19: E2
Surface to base of Dakota.

6. Lessor: United States of America (Serial No. W-54162)
Lessee: Patricia R. Pfenning
Dated: April 1, 1976
Recorded: 54/421
Description: Township 29 North, Range 114 West, 6th PM
Section 29: NE
Surface to base of Dakota.

7a. Lessor: United States of America (Serial No. W-59398)
Lessee: Fred D. Volz
Dated: August 1, 1977
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 18: NE

[redacted] [redacted] [redacted]

Unleveraged Acreage

Prospect: Riley Ridge

State/County: Sublette County, Wyoming

7b. Lessor: United States of America (Serial No. W-59398)
Lessee: Fred D. Volz
Dated: August 1, 1977
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 20: All

Depth A - Surface to base of Dakota Formation
Depth B - Below base of Dakota Formation

8a. Lessor: United States of America (Serial No. W-60620)
Lessee: Estelle C. Haefele
Dated: April 1, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 5: Lot 4
Section 6: Lots 1, 2, S2NE, SE
Section 7: E2
Section 18: SE

8b. Lessor: United States of America (Serial No. W-60620)
Lessee: Estelle C. Haefele
Dated: April 1, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 9: SESE

9. Lessor: United States of America (Serial No. W-60621)
Lessee: Patricia R. Pfenning
Dated: April 1, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 21: All
Section 28: All

10. Lessor: United States of America (Serial No. W-56739)
Lessee: Judy P. Clifton
Dated: December 1, 1976
Recorded: 58/466
Description: Township 30 North, Range 114 West, 6th PM
Section 31: Lots 1 - 4, W2E2
Section 32: All

11. Lessor: State of Wyoming (Serial No. 76-0342)
Lessee: Chinook Roustabout Service Inc.
Dated: May 2, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 16: All

Undeveloped Acreage

Prospect: Riley Ridge

State/County: Sublette County, Wyoming

12. Lessor: State of Wyoming (Serial No. 82-0032)
Lessee: Ralph A. Desimone
Dated: December 14, 1981
Recorded:
Description: Township 31 North, Range 114 West, 6th PM
Section 36: W/2

13. Lessor: United States of America (Serial No. W-74330)
Lessee: Nancy S. Hanagan
Dated: March 1, 1982
Recorded:
Description: Township 30 North, Range 115 West, 6th PM
Section 3: Lots 3, 4, S2NW, SW

14. Lessor: United States of America (Serial No. W-80232)
Lessee: Gus Carras
Dated: April 1, 1979
Recorded:
Description: Township 29 North, Range 115 West, 6th PM
Section 14: S2, NE, E2NW
Surface to base of Dakota.

15. Lessor: Jennie B. Jordan, et al
Lessee: American Quasar Petroleum Co. of New Mexico
Dated: April 16, 1982
Recorded: 65/519 Re-recorded 69/377
Description: Township 30 North, Range 114 West, 6th PM
Section 23: NENE
Section 24: W2NW, SENW, S2

16. Lessor: United States of America (Serial No. W-79178)
Lessee: P. R. Polak
Dated: October 1, 1982
Recorded:
Description: Township 29 North, Range 115 West, 6th PM
Section 2: All
Section 10: All
Surface to base of Dakota.

17. Lessor: United States of America (Serial No. W-72878)
Lessee: O. Woodward Eklund
Dated: October 1, 1981
Recorded:
Description: Township 30 North, Range 115 West, 6th PM
Section 16: All
Section 20: All
Section 21: All
Section 29: All
Section 33: All

18. Lessor: United States of America (Serial No. W-54163)
Lessee: Bert L. Stovall
Dated: April 1, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 23: E2

19. Lessor: United States of America (Serial No. W-62803)
Lessee: Gary L. Wise
Dated: November 1, 1978
Recorded:

[redacted] [redacted] [redacted]

Undeveloped Acreage

Prospect: Riley Ridge
State/County: Sublette County, Wyoming

Description: Township 29 North, Range 114 West, 6th PM
Section 6: Lots 3 - 7, SENW, E2SW
Section 7: Lots 1 - 4, E2NW, E2SW
Section 18: Lots 1 - 4, E2W2
Section 26: E2, E2NW, SWNW, SW

20. Lessor: United States of America (Serial No. W-69874)
Lessee: J. T. Lykes, Jr.
Dated: January 1, 1980
Recorded:
Description: Township 30 North, Range 114 West, 6th PM
Section 19: Lots 1 - 4, E2SW, NESE, S2SE
Section 20: NW, NWSE
Section 28: N2
Section 29: All
Section 30: N2NE, SWNE, SE
Section 31: E2E2

21. Lessor: United States of America (Serial No. W-69890)
Lessee: Jim A. Wilkinson, et al
Dated: January 1, 1980
Recorded:
Description: Township 30 North, Range 115 West, 6th PM
Section 14: NW, N2SE
Section 22: W2
Section 27: W2
Section 34: All
Section 36: Lots 1 - 4, W2E2, W2

22. Lessor: United States of America (Serial No. W-74329)
Lessee: John W. Payson
Dated: April 1, 1982
Recorded:
Description: Township 29 North, Range 115 West, 6th PM
Section 32: Lots 3, 4, NE, N2SE

23. Lessor: United States of America (Serial No. W-79181)
Lessee: Alexander S. Bowers
Dated: November 1, 1982
Recorded:
Description: Township 30 North, Range 115 West, 6th PM
Section 9: E2
Section 10: W2
Section 17: All
Section 28: All
Section 32: All

24. Lessor: United States of America (Serial No. W-75907)
Lessee: Dr. Albert C. Sullivan
Dated: May 1, 1982
Recorded:
Description: Township 29 North, Range 115 West, 6th PM
Section 19: Lots 1 - 4, E2, E2W2
Section 20: W2
Section 29: W2
Section 30: Lots 1 - 4, E2, E2W2

SUBJECT TO THE FOLLOWING:

That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "B"

Undeveloped Acreage

Prospect: Riley Ridge J
State/County: Sublette County, Wyoming

1. Lessor: United States of America (Serial No. W-78475)
Lessee: Joanne Pritchett
Dated: June 1, 1974
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 10: N2, SE
Section 15: E2

SUBJECT TO THE FOLLOWING:

That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "B"

Undeveloped Acreage

Prospect: Riley Ridge II
State/County: Sublette County, Wyoming

1a. Lessor: United States of America (Serial No. W-60620)
Lessee: Estelle C. Haefele
Dated: April 1, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 17: N2

Depth A - Surface to base of the Dakota Formation (9,340')
Depth C - Below 16,370 feet

1b: Lessor: United States of America (Serial No. W-60620)
Lessee: Estelle C. Haefele
Dated: April 1, 1976
Recorded:
Description: Township 29 North, Range 114 West, 6th PM
Section 17: S2

SUBJECT TO THE FOLLOWING:

That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

EXHIBIT "B"

Undeveloped Acreage

Prospect: Riley Ridge IV
State/County: Sublette County, Wyoming

1. Lessor: United States of America (Serial No. W-36438)
   Lessee: Devereux Milburn, Jr.
   Dated: October 1, 1972
   Recorded:
   Description: Tract B:
   Township 30 North, Range 114 West 6th PM
   Section 34: SWNE, W2NW, SENW, SW, W2SE

SUBJECT TO THE FOLLOWING:

That certain Management Fee to the benefit of, or made payable to, American Quasar Petroleum Co., as provided in those certain Partnership Agreements of each Can-Am Partnership which has an interest in the above described property, except for those Canadian-American partnerships formed in 1973.

[redacted] PAID UP OIL AND [redacted]

This agreement entered into this 13th day of August, 19 86, by and between Priscilla Kysar also known as Priscilla Miller also known as Priscilla M. Bower and Robert E. Kysar, individually and as husband and wife, Big Piney, Wyoming 83113

party of the first part, hereinafter called lessor, (whether one or more) and LANG, DUNN & HOLT, LTD., 1625 Broadway, Ste. 2860 Denver, Colorado 80202, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 113 West

Section 11: W½NW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising Eighty acres (80.00) acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five (5) years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of Eighty and 00/100---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

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This is a paid up [illegible] and the terms of this agreement have been paid.

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect, provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is prescribed or permitted by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument covering such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Priscilla Kysar also known as Priscilla Miller also known as Priscilla M. Bower

Priscilla Kysar S. S. # 520-42-2837

S. S. #

Robert E. Kysar

Robert E Kysar S. S. # 520-26-7036

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 6th day of August, 1986,

by Priscilla Kysar also known as Priscilla M. Bower Kysar

Witness my hand and official seal.

Notary Public

My commission expires: 2-4-89

Big Piney, Wyo. 83113
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____, 19____, personally appeared before me _____

_____, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires: _____

Place of Residence

No. _____

OIL AND GAS LEASE

FROM [redacted]

TO

214221

This instrument was filed for record on the 27th day of August, A.D. 1986 at 2:30 o'clock P.M., and duly recorded in Book 111 Page 546 of the records of this office.

County Clerk—Register of Deeds.

Deputy.

When recorded return to

[redacted]

[redacted] PAID UP [redacted]

August 13th, 66

Kathleen Ann Miller, a single woman, also known as Kathleen Anne Miller

P.O. Box 675, Big Piney, Wyoming 83113

party of the first part, hereinafter called lessor, (whether one or more) and LANG, DUNN & HOLT, LTD., 1625 Broadway, Ste. 2860 Denver, Colorado 80202 party of the second part, hereinafter called lessee

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 113 West

Section 11: W½NW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising Eighty acres (80.00) KM acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five (5) years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom, or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

* 3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of Eighty and No/100---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

*This is a paid up lease, all delay rentals due under the terms of this agreement have been KM

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12 In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Kathleen Anne Miller

Kathleen Ann Miller, also known as Kathleen Anne Miller

_____ S. S. #_____

_____ S. S. #_____

_____

_____

_____ S. S. #_____

_____ S. S. #_____

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 12th day of September 1986

by Kathleen Ann Miller

Witness my hand and official seal.

Notary Public

My commission expires: 09/01/89

Big Piney, WY 83113
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____, 19____, personally appeared before me _____, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires: _____

Place of Residence

No. _____

OIL AND GAS LEASE

FROM [redacted]

TO

214222

State of Wyoming } ss.
Sublette County }

Instrument was filed for record on the 12th day of October, 1986 at 3:32 P. M., and duly recorded in Book 77 Oil & Gas of the records of this office Page 545

Fee $ 7.00

County Clerk—Register of Deeds.

Deputy.

When recorded return to

[redacted]

OIL AND GAS LEASE

This agreement made this 13th day of August, 19 86, by and between
Matthew Daniel Miller, a single man
P. O. Box 675, Big Piney, Wyoming 83113
party of the first part, hereinafter called lessor, (whether one or more) and LANG, DUNN & HOLT, LTD., 1625 Broadway, Ste. 2860
Denver, Colorado 80202, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of _____ Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 113 West

Section 11: W½NW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising Eighty acres (80.00) acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five (5) years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom, or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distallate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

* 3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of _____ Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

* This is a paid up lease, all delay rentals due under the terms of this agreement have been

550

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgement it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Matthew Daniel Miller 520764
Matthew Daniel Miller SS#

_____ S. S. #_____

_____ S. S. #_____

_____ S. S. #_____

_____ S. S. #_____

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 29th day of ~~August~~ September 19 86

by Matthew Daniel Miller

Witness my hand and official seal.

by Dorothy McClure, dep.
Lois J. Yake, County Clerk
Notary Public

My commission expires: Jan. 5, 1987

Pinedale, Wyoming 82941
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____, 19____, personally appeared before me _____

_____, the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
Notary Public

My commission expires: _____

_____
Place of Residence

OIL AND GAS LEASE

No. _____

FROM

[redacted]

TO

214223

State of Wyoming }
Sublette County } ss.

This instrument was filed for record on the 1st day of October, 1986 at 1:30 o'clock P.M., and duly recorded in Book 77 Page 530 of the records of this office.

Lois J. Yake
County Clerk—Register of Deeds.

Dorothy McClure
Deputy.

When recorded return to

[redacted]

[redacted] PAID UP - OIL AND [redacted] ASE [redacted]

AGREEMENT, Made and entered into this 13th day of August, 19 86, by and between Patricia Mildred Roberts, formerly Patricia Mildred Miller and Shad Roberts, individually and as husband and wife, P.O. Box 675, Big Piney, Wyoming 83113 party of the first part, hereinafter called lessor, (whether one or more) and Lang, Dunn & Holt, Ltd., 1625 Broadway, Suite 2860 Denver, Colorado 80202, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 113 West
Section 11: W½NW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising Eighty Acres (80.00) PMR SR Five acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~XXX~~ years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

* 3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of Eighty and No/100---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

*This is a paid up lease, all delay rentals due under the terms of this agreement have been paid. PMR SR

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereof, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Patricia Mildred Roberts
Patricia Mildred Roberts

S. S. # 520-70-5624

S. S. #

Shad Roberts
Shad Roberts

S. S. # 520-68-4417

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 18th day of ~~August~~ September, 19 86,

by Lee Mass, Agent.

Witness my hand and official seal.

My ~~commission~~ expires: Jan 1 E R Y 1/87

Lee J. Blakely by: Lee Mass
Notary Public

Pinedale, Wyo. 82941
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss.

On the day of, 19, personally appeared before me

, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:

Place of Residence

No.

OIL AND GAS LEASE

FROM

TO

214234

State of Wyoming }
County } ss.

This instrument was filed for record on the 27th day of August, 1986

at 3:30 o'clock, P M., and duly recorded in Book 207, Page 553, of the records of this office.

County Clerk—Register of Deeds.

By Deputy.

When recorded return to

PAID UP OIL AND GAS LEASE

THIS AGREEMENT made this 13th day of August, A.D. 86 by and between Robert M. Miller, Jr. also known as Mike Miller also known as Robert Mickelson Miller, Jr. and Tara L. Miller also known as Tara Miller also known as Terra Miller, individually and as husband and wife, P.O. Box 675, Big Piney, Wyoming 83113 hereinafter called lessor, (whether one or more) and LANG, DUNN & HOLT, LTD., 1625 Broadway, Ste. 2860 Denver, Colorado 80202, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 113 West

Section 11: W½NW¼

including all minerals hereinabove named underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising Eighty acres (80.00) acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~ten~~ five (5) years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distallate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in State Bank of Big Piney Bank at Big Piney, Wyoming 83113, or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of Eighty and No/100---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the free use of oil, gas, casinghead gas and water (regardless of the source) from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Not withstanding any actual or constructive knowledge of or notice to lessee, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessee (except at lessee's option in any particular case), until sixty (60) days after lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land or some part thereof is located, or a photostat of the recorded instrument or instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns not theretofore furnished to lessee, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessee's possession subsequent to the date of the lease, or at lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the land, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the lessee to set separate measuring and receiving tanks and pay to the lessee in advance the lessee's estimated cost of procuring and setting such tanks and making the connections therefore; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessee with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be conclusive for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

*This is a paid up lease, all delay rentals due under the terms of this agreement have been

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9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgement it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and [illegible] as lessee may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or corners with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted or prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

Robert M. Miller, Jr. also known as Mike Miller also known as Robert Michelson Miller, Jr.
Robert M Miller Jr S. S. #520-54-9601

S. S. #

Tara L. Miller also known as Tara Miller also known as Terra Miller
Tara L. Miller S. S. #520-68-4671

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 28th day of August, 1986,
by Robert M Miller Jr "Mike" + Tara L Miller
Witness my hand and official seal.

Kathleen K. Kenney
Notary Public

My commission expires: January 14, 1989

Big Piney Wy 83113
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____, 19____, personally appeared before me _____

_____, the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
Notary Public

My commission expires: _____

_____
Place of Residence

No. _____

OIL AND GAS LEASE

FROM

[redacted]

TO

214225

Entry No. 214225 Filed for record at the request of Lincoln County Title Co. Sublette County, Wyoming

[redacted] instrument was filed for record on the 2nd day of September, 1986 at 2:30 o'clock P M., and duly recorded in Book 277 Page 534 of the records of this office.

Jane Q. Lynch
County Clerk—Register of Deeds.

Deputy.

When recorded return to

[redacted]

[redacted] [redacted] [redacted]

Sublette County, Wyoming

INSTRUMENT OF CORRECTION

WHEREAS, by instrument entitled STIPULATION OF INTEREST, dated October 8, 1986, the undersigned made certain stipulations of interest which STIPULATION OF INTEREST was recorded in various counties and parishes in various states for the purpose of stipulating to the varying percentages by which the parties to the STIPULATION OF INTEREST held record title; and

WHEREAS, notwithstanding that the STIPULATION OF INTEREST was signed on October 8, 1986, it was the intent of all the parties to such STIPULATION OF INTEREST that the effective date of such STIPULATION OF INTEREST be October 1, 1986.

NOW, THEREFORE, all the parties to such STIPULATION OF INTEREST hereby correct the STIPULATION OF INTEREST by adding the effective date for such STIPULATION OF INTEREST as October 1, 1986.

This Instrument of Correction to the STIPULATION OF INTEREST shall be binding upon the parties hereto, their respective successors and assigns, forever. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

In witness whereof, this instrument is executed this 17th day of October, 1986, effective for all purposes as of October 1, 1986.

ATTEST:

Mary Marson
Mary Marson,
Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.

By: Dick Reames
Dick Reames,
Vice President

ATTEST:

Mary Marson
Mary Marson,
Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

By: Dick Reames
Dick Reames,
Vice President

ATTEST:

Mary Marson
Mary Marson,
Assistant Secretary

CAN-AM DRILLING PROGRAMS INC.
By: American Quasar Petroleum Co.,
as successor in interest by
merger

By: Dick Reames
Dick Reames,
Vice President

ATTEST:

Mary Marson
Mary Marson,
Assistant Secretary

CANADIAN-AMERICAN RESOURCES,
FUND, INC.
By: American Quasar Petroleum Co.,
as successor in interest by
merger

By: Dick Reames
Dick Reames,
Vice President

CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-1
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-3
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-3

214257

RECORDED October 23 1986 2:00 P.M.
IN BOOK 77 Oil PAGE 556 556
FEES 22.50 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-1
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CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-4
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-1
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-3
CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1982-1

By: American Quasar Petroleum Co.,
as general partner

ATTEST:

By: Mary Marson
Mary Marson,
Assistant Secretary

By: Dick Reames
Dick Reames
Vice President

CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-1
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-3
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-1
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-2
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-3
CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-1

By: American Quasar Petroleum Co.,
as general partner at the time
of dissolution of such
partnerships

ATTEST:

By: Mary Marson
Mary Marson,
Assistant Secretary

By: Dick Reames
Dick Reames
Vice President

U.S. QUASAR PARTNERSHIP NO. 1973-1
U.S. QUASAR PARTNERSHIP NO. 1973-2
U.S. QUASAR PARTNERSHIP NO. 1973-3
U.S. QUASAR PARTNERSHIP NO. 1976-1
U.S. QUASAR PARTNERSHIP NO. 1976-3
U.S. QUASAR PARTNERSHIP NO. 1978-1
U.S. QUASAR PARTNERSHIP NO. 1978-2
U.S. QUASAR PARTNERSHIP NO. 1978-3
U.S. QUASAR PARTNERSHIP NO. 1979-1
U.S. QUASAR PARTNERSHIP NO. 1979-2
U.S. QUASAR PARTNERSHIP NO. 1979-3
U.S. QUASAR PARTNERSHIP NO. 1980-0
U.S. QUASAR PARTNERSHIP NO. 1980-1
U.S. QUASAR PARTNERSHIP NO. 1980-4
U.S. QUASAR PARTNERSHIP NO. 1981-1
U.S. QUASAR PARTNERSHIP NO. 1981-2
U.S. QUASAR PARTNERSHIP NO. 1981-3
U.S. QUASAR PARTNERSHIP NO. 1982-1

ATTEST:

By: Mary Marsden
Mary Marsden,
Assistant Secretary

By: American Quasar Petroleum Co. of New Mexico, as general partnership

By: Dick Reames
Dick Reames
Vice President

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

This instrument was acknowledged before me on October 17, 1986 by Dick Reames, Vice President of American Quasar Petroleum Co., a Texas corporation, on its own behalf and as general partner of CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1973-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1975-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1976-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1977-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-4, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-1, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-3, CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1982-1, and as general partner at the time of dissolution of CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1971-3, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-1, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-2, CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1972-3, and CANADIAN-AMERICAN RESOURCES FUND LIMITED PARTNERSHIP 1974-1, all Texas limited partnerships.

Witness my hand and official seal the date last above set forth.

Notary Public
4582 S. Ulster St. Pkwy., #1700
Denver, Colorado 80237

My commission expires: 1-28-89

(SEAL)

NOTARY PUBLIC
BETH
DUCKINGHAM
STATE OF COLORADO

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

This instrument was acknowledged before me on October 17, 1986 by Dick Reames, Vice President of American Quasar Petroleum Co. of New Mexico, a New Mexico corporation, on its own behalf and as general partner of U.S. QUASAR PARTNERSHIP No. 1973-1, U.S. QUASAR PARTNERSHIP No. 1973-2, U.S. QUASAR PARTNERSHIP No. 1973-3, U.S. QUASAR PARTNERSHIP No. 1976-1, U.S. QUASAR PARTNERSHIP No. 1976-3, U.S. QUASAR PARTNERSHIP No. 1978-1, U.S. QUASAR PARTNERSHIP No. 1978-2, U.S. QUASAR PARTNERSHIP No. 1978-3, U.S. QUASAR PARTNERSHIP No. 1979-1, U.S. QUASAR PARTNERSHIP No. 1979-2, U.S. QUASAR PARTNERSHIP No. 1979-3, U.S. QUASAR PARTNERSHIP No. 1980-0, U.S. QUASAR PARTNERSHIP No. 1980-1, U.S. QUASAR PARTNERSHIP No. 1980-4, U.S. QUASAR PARTNERSHIP No. 1981-1, U.S. QUASAR PARTNERSHIP No. 1981-2, U.S. QUASAR PARTNERSHIP No. 1981-3, U.S. QUASAR PARTNERSHIP No. 1982-1, all Texas general partnerships.

Witness my hand and official seal the date last above set forth.

Notary Public
4582 S. Ulster St. Pkwy., #1700
Denver, Colorado 80237

My commission expires: 1-28-89

(SEAL)

forms/correct.cmo
:dr



559 through 664.

665

Second correction recorded in Book E7 Cr-7, Pg 131.

CORRECTION CONVEYANCE

THIS CORRECTION INSTRUMENT OF CONVEYANCE executed the 16th day of October, 1986, by EL PASO NATURAL GAS COMPANY, a Delaware corporation, with principal offices in El Paso, El Paso County, Texas (hereinafter referred to as "Grantor"), to EL PASO PRODUCTION COMPANY, a Delaware corporation, with principal offices in El Paso, El Paso County, Texas whose address is 1500 NBank Plaza, P.O. Box 99005, El Paso, Texas 79999 (hereinafter referred to as "Grantee");

WHEREAS, Paragraph 7 of the Conveyance originally executed by the Grantor on the 16th day of July, 1986 contained an error as to the effective date of the Conveyance;

WHEREAS, Grantor desires to reflect the correct language in Paragraph 7 by this Correction Conveyance;

W I T N E S S E T H:

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, by these presents does, effective as of 7:00 o'clock A.M., Houston time, on the effective date(s) specified in Paragraph 7 below (said hour and date(s) being hereafter referred to as the "Effective Date"), GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, the following:

A. All Grantor's right, title and interest in and to the conveyances, mineral deeds, oil, gas and mineral leases and/or oil and gas leases and/or lands ("properties and interests") which are specifically described in Exhibit "A" attached hereto and hereby made a part of this conveyance (hereinafter referred to as "Exhibit A");

B. All of Grantor's right, title and interest in facilities and equipment the costs of which are currently recorded, or would eventually be recorded, in Accounts 325.2, 325.3, 330 and/or 331 of the Uniform System of Accounts prescribed by the FERC, insofar as such facilities and equipment are located in, on or under the properties and interests which are specifically described or referred to in Exhibit "A".

C. All of Grantor's right, title and interest in and to any assignments, subleases, agreements, and/or contracts covering or relating to Grantor's ownership of the properties and interests;

D. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing pooling, unitization and communitization agreements and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any Federal or State governmental body or agency having jurisdiction), which relate to any of the properties and interests specifically described in Exhibit "A" or to the production of oil, gas and other hydrocarbons (all oil, gas and other hydrocarbons being herein collectively called "Hydrocarbons") from or attributable to said properties and interests;

E. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which relate to Grantor's ownership of the properties and interests specifically described or referred to in Exhibit "A" (or properties pooled, communitized or unitized therewith) or to the production of Hydrocarbons from or attributable to said properties and interests; and

214265

RECORDED October 24 1986 7:30 AM
IN BOOK 77 Real PAGE 665
FEES 19.25 Sandy Hall COUNTY CLERK
SUBDEPUTY

F. Without limiting the foregoing, all of Grantor's right, title and interest (whether now known or hereafter ascertained) in, to and under, or derived from, the mineral fee ownerships, leaseholds, easements, rights of way and other interests of whatsoever character, including, without limitation, royalty, overriding royalty, production payment, net profit, leasehold fee and mineral interests, owned or claimed by Grantor, wheresoever situated, insofar as the same cover or relate to the properties and interests specifically described in Exhibit "A".

All of the above described properties and interests and rights are hereinafter collectively referred to as "Subject Interests", and each individual interest separately described or referred to in Exhibit "A" is hereinafter referred to as a "Subject Interest". The term "Subject Interests" shall include also (i) said properties and interests and rights as the same shall be constituted from time to time after the execution and delivery of this Conveyance, and as enlarged or diminished by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties and interests or rights are subject, or otherwise; (ii) any and all renewals and extensions of any of said properties and interests or rights; (iii) all leases, instruments, contracts and agreements supplemental to or amendatory of or in substitution for the leases, instruments, contracts and agreements described above in A, C, D, E, and F insofar as the same relate to any Subject Interest; and (iv) all rights, titles and interests accruing or attributable to any Subject Interest by virtue of its being included in any unit.

TO HAVE AND TO HOLD the Subject Interests unto Grantee and its successors and assigns forever; provided, however, this Correction Conveyance is made subject to the following terms and provisions, to-wit:

1.

At the Effective Date, or as soon thereafter as is practicable, Grantor shall gauge, or cause to be gauged, all field storage facilities for production from the Subject Interests and all such production produced prior to the Effective Date, and the proceeds from the sale thereof, shall be allocated or paid to the Grantor. All production from the Subject Interests produced after the Effective Date, and proceeds from the sale thereof, shall be allocated to Grantee.

2.

All operating expenses, development costs and ad valorem taxes attributable to the Subject Interests and incurred or accruing prior to the Effective Date shall be paid by or allocated to Grantor and all such expenses and costs incurred or accruing after the Effective Date shall be paid by or allocated to Grantee.

3.

It is understood and agreed that with respect to oil, gas and mineral leases and/or oil and gas leases which, or interests in which are included in the Subject Interests, from the United States of America or one or more states or agencies thereof, or from Indian tribes, bands or groups, or on lands allotted to Indians in severalty, separate assignments on approved forms may be executed by Grantor to Grantee in sufficient counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although unqualified in form or in the case of leases or interests in leases from the United States of America not specifically containing all of the terms and provisions hereof, shall be deemed to contain all of the exceptions, exclusions, retentions, reservations, rights, titles, interests, estates, remedies, 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.

4.

At any time or from time to time simultaneously with or subsequent to the execution of this Correction Conveyance, Grantor agrees to execute and deliver, or cause to be executed and delivered, all such deeds, assignments, conveyances, consents, division orders, transfer orders and other documents and instruments and take, or cause to be taken, all such actions as may be reasonably necessary in order to put Grantee in actual possession and control of the Subject Interests or to assist Grantee in exercising rights with respect thereto, including but not limited to the filing of such applications in support of such consents, approvals, authorizations, or abandonments as may be required or deemed necessary from any governmental agencies or bodies having jurisdiction over the Subject Interests.

5.

All of the terms, covenants, representations, warranties and conditions of this Correction Conveyance shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

6.

This Correction Conveyance is executed in multiple originals, each of which shall be deemed an original and all of which are identical, except that in the case of certain copies, to facilitate recordation, portions of Exhibit "A" which describe properties situated in counties other than the county in which the particular copy is being recorded have been omitted

7.

The Effective Date for the conveyance of each of the Subject Interests is the later of July 1, 1986, or, the date of incorporation of Grantee; provided, however, if any necessary and required consent, approval, authorization or abandonment by The Federal Energy Regulatory Commission or any successor or replacement body having jurisdiction (herein referred to as "FERC") is finally judicially denied or prohibited, or any such consent, approval, authorization or abandonment is granted by FERC but is not satisfactory or acceptable to both Assignor or Assignee, the assignment, transfer and conveyance of the Subject Interests which required such necessary and required consent, approval, authorization or abandonment shall be deemed void and of no force and effect hereunder and the title and ownership of such Subject Interests shall automatically revert to, be vested in Grantor as though the Conveyance and this Correction Conveyance had never been entered into. The Subject Interests that are conveyed on the date of July 1, 1986 or the date of incorporation of Grantee shall nevertheless have an effective date for revenue and accounting purposes of July 1, 1986.

8.

This Correction Conveyance does hereby correct an error in that Conveyance executed by the Grantor on July 16, 1986 and shall be effective as of and retroactive to July 16, 1986.

IN WITNESS WHEREOF, Grantor has executed this Correction Conveyance on the day and year first above written.

EL PASO NATURAL GAS COMPANY

By: Charles R. Jack
Charles R. Jack
Vice President

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this 16th day of October, 1986, appeared Charles R. Jack, known to me to be the Vice President of El Paso Natural Gas Company, and acknowledged to me that he executed the foregoing instrument for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of October, 1986.

Notary Public in and for the
State of Texas

(SEAL)

EXHIBIT "A"
TO
CORRECTION CONVEYANCE
OF
_____, 1986
FROM
EL PASO NATURAL GAS COMPANY
TO
EL PASO PRODUCTION COMPANY

COVERING LEASES AND LANDS IN Sublette COUNTY, Wyoming

The Leases and Lands in this Exhibit "A" are the identical Leases and Lands described in the Conveyance of July 16, 1986, heretofore recorded in Book 77 at Page(s) 147 of the Records of Sublette COUNTY, Wyoming and such Leases and Lands are hereby incorporated herein by this reference.

[redacted] October [redacted] 1986 9:00 A
77 DRXD 670
1950 Casper Belco

[redacted]

1426-003

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective April 1, 1966, between the United States Department of Interior serial number - Wyoming -0322611 as Lessor and Humble Oil and Refining Company as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M. Section 15: SW/4SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,650 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .9375%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .4795%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .2397%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .3197%.

Zone 5 All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .6393%.

Zone 6 - All formations below the base of Zone 5. - 1.2787%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.03973 %

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris F. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

675

214311

October 27 1986 9:00 A.M.
177 O&G PAGE 675
FEE $ 19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-003

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective April 1, 1966, between the United States Department of Interior serial number Wyoming - 0322611 as Lessor and Humble Oil and Refining as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 22: ALL, Section 23: W/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .9375%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .9375%.

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Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - 1.25%.

Zone 6 - All formations below the base of Zone 5. - 2.5%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

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6.77

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TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D. 19__

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19____.

_____

_____
_____
_____

214312

RECORDED October 27 1986 9:00 A.M.
IN BOOK 77 Deed PAGE 680
FEES 9.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-004

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business s 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and n consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, ssign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective October 1, 1966, between the United States Department of Interior serial number W-1329 as Lessor and W. R. Carter as Lessee, insofar and only insofar as the lease covers Township 29 North, Range 115 West, 6th P.M., Section 36: Lots 3, 4, NE/4, N/2 SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .2812%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .2877%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1438%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .1918%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .3836%.

Zone 6 - All formations below the base of Zone 5. - .7672%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co.
c/o Marjorie S. Lebo
17 Lancaster Street
Cambridge, Massachusetts 02140 — .0671 %

John W. Beebe
2 Race Hill Road
Madison, Connecticut 06443 — .0671 %

Granada & Co.
Edward M. Lebo, Partner
17 Lancaster Street
Cambridge, Massachusetts 02140 — .10055 %

Raymond P. Lavietes
c/o Shelton Products, Inc.
Drawer 827
Shelton, Connecticut 06484 — .13405 %

Jacques R. Maroni
4377 Compton Way
Bloomfield Hills, Michigan 48013 — .0671 %

Shelton Products, Inc.
1 Maple Street
Shelton, Connecticut 06484 — .0671 %

Kay Arborio Liggera
121 Boardman Road
Poughkeepsie, New York 12603 — .13405 %

Robert D. Hodes
30 Rockefeller Plaza, Suite 3110
New York, New York 10020 — 1.3913 %

Jack I Straus
c/o R. H. Macy & Co., Inc.
151 West 34th Street
New York, New York 10001 — .13405 %

Charles Stern
627 Mountain Drive
South Orange, New Jersey 07079 — .0671 %

Ralph Poses
4734 Wildewood Drive
Delray Beach, Florida 33445 — .0671 %

Frits Markus
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — 1.05975 %

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

EXHIBIT "A"

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William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice H. Koglin Trust, dated 6-10-86 Bernice H. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
[redacted] 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David H. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19__

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19____.

_____

_____

_____

_____

6 8.4

685

RECORDED At 1:56 P.M. JUNE 7 1976
IN BOOK 77 Misc PAGE 685
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-005

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

214313

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective October 1, 1966, between the United States Department of Interior serial number W-1335 as Lessor and Doreen Smith as Lessee, Township 29 North, Range 115 West, 6th P.M., Section 36: Lots 1, 2, NW/4, N/2 SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .3281%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgebora Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

/382K93/

658

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Lon Holder

Notary Public

My Commission expires on the _____ day of _____, A.D., 19_____

LON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregates in excess of 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

[redacted] [redacted] [redacted]

RECORDED [illegible] at 8:30 A.M.
NUMBER 77 Book [illegible] PAGE 690
FEE $ 19.50
SUBLETTE COUNTY, PINEDALE, WYOMING

214314

1426-006

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective March 1, 1967, between the United States Department of Interior serial number - Wyoming - 3852 as Lessor and Humble Oil and Refining Company as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M. Section 5: Lots 7, 8, and the SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .4687%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .4795%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .2397%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .3197%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .6393%.

Zone 6 - All formations below the base of Zone 5. - 1.2787%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

690

EXHIBIT "A"

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Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Laviolee c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arbuckle Higgins 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Fritz Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
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John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19____.

695

FILED October 27 1986 9:00 A.M.
RECORDED 77 Misc BOOK PAGE 695
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

214315

1426-006

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective March 1, 1967, between the United States Department of Interior serial number Wyoming - 3852 as Lessor and Humble Oil and Refining as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 16: NE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .9375%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .4795%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .2397%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .3197%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .6393%.

Zone 6 - All formations below the base of Zone 5. - 1.2787%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding [redacted] the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

EXHIBIT "A"

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

[redacted] [redacted] [redacted]

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Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19____.

_____

_____
_____
_____

RECORDED December 27 19 86 2:04 P.M.
IN BOOK 77 Ovr PAGE 700
FEES $19.50
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

214316

1426-006

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective March 1, 1967, between the United States Department of Interior serial number Wyoming - 3852 as Lessor and Humble Oil and Refining as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 16: NW/4, SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .9375%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .9375%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .9375%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .125%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - 1.25%.

Zone 6 - All formations below the base of Zone 5. - 2.5%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

701

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. .0671 %
c/o Marjorie S. Lebo
17 Lancaster Street
Cambridge, Massachusetts 02140

John W. Beebe .0671 %
2 Race Hill Road
Madison, Connecticut 06443

Granada & Co. .10055 %
Edward M. Lebo, Partner
17 Lancaster Street
Cambridge, Massachusetts 02140

Raymond P. Lavietes .13405 %
c/o Shelton Products, Inc.
Drawer 827
Shelton, Connecticut 06484

Jacques R. Maroni .0671 %
4377 Compton Way
Bloomfield Hills, Michigan 48013

Shelton Products, Inc. .0671 %
1 Maple Street
Shelton, Connecticut 06484

Kay Arborio Liggera .13405 %
121 Boardman Road
Poughkeepsie, New York 12603

Robert D. Hodes 1.3913 %
30 Rockefeller Plaza, Suite 3110
New York, New York 10020

Jack I Straus .13405 %
c/o R. H. Macy & Co., Inc.
151 West 34th Street
New York, New York 10001

Charles Stern .0671 %
627 Mountain Drive
South Orange, New Jersey 07079

Ralph Poses .0671 %
4734 Wildewood Drive
Delray Beach, Florida 33445

Frits Markus 1.05975 %
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022

[redacted] [redacted] [redacted]

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Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
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B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
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Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____

_____

RECORDED October 27 1986 9:40 AM
IN BOOK 77 Oil PAGE 705
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-006

214317 ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective March 1, 1967, between the United States Department of Interior serial number Wyoming-3852 as Lessor and Humble Oil and Refining Company as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 5: Lots 5, 6, & SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .4795%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .2397%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .3197%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .6393%.

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It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

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1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co.
c/o Marjorie S. Lebo
17 Lancaster Street
Cambridge, Massachusetts 02140 — .0671 %

John W. Beebe
2 Race Hill Road
Madison, Connecticut 06443 — .0671 %

Granada & Co.
Edward M. Lebo, Partner
17 Lancaster Street
Cambridge, Massachusetts 02140 — .10055 %

Raymond P. Lavietes
c/o Shelton Products, Inc.
Drawer 827
Shelton, Connecticut 06484 — .13405 %

Jacques R. Maroni
4377 Compton Way
Bloomfield Hills, Michigan 48013 — .0671 %

Shelton Products, Inc.
1 Maple Street
Shelton, Connecticut 06484 — .0671 %

Kay Arborio Liggera
121 Boardman Road
Poughkeepsie, New York 12603 — .13405 %

Robert D. Hodes
30 Rockefeller Plaza, Suite 3110
New York, New York 10020 — 1.3913 %

Jack I Straus
c/o R. H. Macy & Co., Inc.
151 West 34th Street
New York, New York 10001 — .13405 %

Charles Stern
627 Mountain Drive
South Orange, New Jersey 07079 — .0671 %

Ralph Poses
4734 Wildewood Drive
Delray Beach, Florida 33445 — .0671 %

Frits Markus
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — 1.05975 %

/382K91/

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

[redacted] [redacted] [redacted]

1426-007

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

214318

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective June 1, 1967, between the United States Department of Interior serial number W-5700 as Lessor and Humble Oil and Refining as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 16: SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .9375%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .9375%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .9375%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - 1.25%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - 1.25%.

Zone 6 - All formations below the base of Zone 5. - 2.5%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

710

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maront 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arburio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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H. F. Van Itallie
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — .35325 %

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New York, New York — .03355 %

David Gottesman
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437 Madison Avenue
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Dacar Company
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New York, New York 10022 — .03355 %

John A. Durgom
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Rockford, Illinois 61111 — .0671 %

Ilene Nathan
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Beverly Hill, California 90210 — .2176 %

Harry Shulman
16 Edgeboro Road
East Brunswick, New Jersey 08816 — 2.44745 %

Charles Stern, Trustee
U/L/W/T of Louis Stern
for Benefit of Robert Stern
70 Pine Street
New York, New York 10005 — .0671 %

Estate of Archie J. Weith
c/o Evelyn W. Klees, Executrix
3945 Caminito Dahesa
San Diego, California 92107 — .0671 %

B. Lamar Pilcher
500 Beverly Drive
Bonaire, Georgia 31083 — .1676 %

Thornton W. Snead, Jr.
680 Green Bay Road
Winnetka, Illinois 60093 — .0671 %

Myron M. Kaplan
17 Hamilton Avenue
Weehawken. New Jersey 07087 — .2907 %

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A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Ox & PAGE 715
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

214319

1426-008

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective March 1, 1966, between the United States Department of Interior serial number Wyoming-0323140 as Lessor and Ashmar Oil Company as Lessee, Township 28 North, Range 115 West, 6th P.M., Section 15: NW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .6562%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

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Barry J. Lieberman 1116 Mayfair Lane Clencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

78

/38[illegible]/

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

[redacted] RECORDED October 27 [redacted] 4:00 P.M.
IN BOOK 77 Ovr PAGE 720
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-009

214320

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective October 1, 1966, between the United States Department of Interior serial number W-817 as Lessor and Walter L. Morrison as Lessee, Township 28 North, Range 115 West, 6th P.M., Section 9: W/2 SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .3281%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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H. F. Van Itallie
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — .35325 %

Risa Alevy
New York, New York — .03355 %

David Gottesman
c/o First Manhattan Co.
437 Madison Avenue
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Dacar Company
745 Fifth Avenue, Room 814
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John A. Durgom
4400 Berkshire Close
Rockford, Illinois 61111 — .0671 %

Ilene Nathan
718 North Linden Drive
Beverly Hill, California 90210 — .2176 %

Harry Shulman
16 Edgeboro Road
East Brunswick, New Jersey 08816 — 2.44745 %

Charles Stern, Trustee
U/L/W/T of Louis Stern
for Benefit of Robert Stern
70 Pine Street
New York, New York 10005 — .0671 %

Estate of Archie J. Weith
c/o Evelyn W. Klees, Executrix
3945 Caminito Dahesa
San Diego, California 92107 — .0671 %

B. Lamar Pilcher
500 Beverly Drive
Bonaire, Georgia 31083 — .1676 %

Thornton W. Snead, Jr.
680 Green Bay Road
Winnetka, Illinois 60093 — .0671 %

Myron M. Kaplan
17 Hamilton Avenue
Weehawken, New Jersey 07087 — .2907 %

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Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

724

RECORDED October 27 1986 9:04 AM
IN BOOK 77 Oil & Gas PAGE 725
FEES $/9.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-010

214321

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective January 1, 1964, between the United States Department of Interior serial number Wyoming-0266371 as Lessor and Robert F. George as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 14: SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .6562%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .6562%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .6562%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .875%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .875%.

Zone 6 - All formations below the base of Zone 5. - 1.75%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co.
c/o Marjorie S. Lebo
17 Lancaster Street
Cambridge, Massachusetts 02140 — .0671 %

John W. Beebe
2 Race Hill Road
Madison, Connecticut 06443 — .0671 %

Granada & Co.
Edward M. Lebo, Partner
17 Lancaster Street
Cambridge, Massachusetts 02140 — .10055 %

Raymond P. Lavietes
c/o Shelton Products, Inc.
Drawer 827
Shelton, Connecticut 06484 — .13405 %

Jacques R. Maroni
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Bloomfield Hills, Michigan 48013 — .0671 %

Shelton Products, Inc.
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Kay Arborio Liggera
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Robert D. Hodes
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New York, New York 10020 — 1.3913 %

Jack I Straus
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151 West 34th Street
New York, New York 10001 — .13405 %

Charles Stern
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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Camulito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
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Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19____.

_____

_____
_____
_____

RECORDED Aug 1 1977 AT 9 A.M.
IN BOOK 77 Ovt PAGE 430
FEES $9.50
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-010

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

214322

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

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Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .6562%.

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TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19____.

RECORDED October 27 1986 8:00 AM
IN BOOK 77 D&P PAGE 735
FEES $19.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-011

214323

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective December 1, 1965, between the United States Department of Interior serial number Wyoming-0318400 as Lessor and Gerald L. Rosen as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 11: SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .3281%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .6562%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .6562%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .875%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .875%.

Zone 6 - All formations below the base of Zone 5. - 1.75%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

EXHIBIT "A"

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

738

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Ox G PAGE 740
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-011

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

214324

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective December 1, 1965, between the United States Department of Interior serial number Wyoming-0318400 as Lessor and Gerald L. Rosen as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 14: NE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .6562%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .6562%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .6562%.

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Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .875%.

Zone 6 - All formations below the base of Zone 5. - 1.75%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
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[redacted] [redacted] [redacted]

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c/o First Manhattan Co.
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New York, New York 10022 — .35325 %

Risa Alevy
New York, New York — .03355 %

David Gottesman
c/o First Manhattan Co.
437 Madison Avenue
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Dacar Company
745 Fifth Avenue, Room 814
New York, New York 10022 — .03355 %

John A. Durgom
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Ilene Nathan
718 North Linden Drive
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Harry Shulman
16 Edgeboro Road
East Brunswick, New Jersey 08816 — 2.44745 %

Charles Stern, Trustee
U/L/W/T of Louis Stern
for Benefit of Robert Stern
70 Pine Street
New York, New York 10005 — .0671 %

Estate of Archie J. Weith
c/o Evelyn W. Klees, Executrix
3945 Caminito Dahesa
San Diego, California 92107 — .0671 %

B. Lamar Pilcher
500 Beverly Drive
Bonaire, Georgia 31083 — .1676 %

Thornton W. Snead, Jr.
680 Green Bay Road
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17 Hamilton Avenue
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Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 9:00 A.M.
IN BOOK 77 Misc PAGE 745
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-011

214325

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective December 1, 1965, between the United States Department of Interior serial number Wyoming-0318400 as Lessor and Gerald L. Rosen as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 14: NW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

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Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

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Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:10 A.M.
IN BOOK 77 O & G PAGE 750
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-012

214326

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective December 1, 1963, between the United States Department of Interior serial number Wyoming-0266346-A as Lessor and Shirley J. Andrews as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 9: E/2 E/2; Section 10: SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .3281%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 9:00 AM
IN BOOK 77 D&P PAGE 755
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-013

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

214327

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective November 1, 1965, between the United States Department of Interior serial number Wyoming-0318401 as Lessor and Gerald L. Rosen as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 15: NE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .6562%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

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Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

EXHIBIT "A"

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H. F. Van Itallie
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — .35325 %

Risa Alevy
New York, New York — .03355 %

David Gottesman
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — 1.05975 %

Dacar Company
745 Fifth Avenue, Room 814
New York, New York 10022 — .03355 %

John A. Durgom
4400 Berkshire Close
Rockford, Illinois 61111 — .0671 %

Ilene Nathan
718 North Linden Drive
Beverly Hill, California 90210 — .2176 %

Harry Shulman
16 Edgeboro Road
East Brunswick, New Jersey 08816 — 2.44745 %

Charles Stern, Trustee
U/L/W/T of Louis Stern
for Benefit of Robert Stern
70 Pine Street
New York, New York 10005 — .0671 %

Estate of Archie J. Weith
c/o Evelyn W. Klees, Executrix
3945 Caminito Dahesa
San Diego, California 92107 — .0671 %

B. Lamar Pilcher
500 Beverly Drive
Bonaire, Georgia 31083 — .1676 %

Thornton W. Snead, Jr.
680 Green Bay Road
Winnetka, Illinois 60093 — .0671 %

Myron M. Kaplan
17 Hamilton Avenue
Weehawken, New Jersey 07087 — .2907 %

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Orig PAGE 760
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-014

214328

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective January 1, 1967, between the United States Department of Interior serial number W-2701 as Lessor and William N. Shockley as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 9: W/2/NE/4,W/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .3281%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - 1.678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

761

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
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Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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

Executed this _____ day of _____, 19_____.

765

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Ovrd PAGE 765
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-014

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

~~214328~~
214329

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective January 1, 1967, between the United States Department of Interior serial number W-2701 as Lessor and William N. Shockley as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 8: NE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
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Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

767

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Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
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B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
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Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

[redacted] [redacted] [redacted]

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Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

/382K93/

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

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

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. 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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2. Of the age of majority in the State where the lands 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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B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:00 A.M.
IN BOOK 77 Ors PAGE 770
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-015

214330

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective November 1, 1965, between the United States Department of Interior serial number W-0318403 as Lessor and Etta Mandel as Lessee, insofar and only insofar as the lease covers Township 29 North, Range 115 West, 6th P.M., Section 35: Lots 3, 4, NE/4, N/2SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .30%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3069%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1534%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2046%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4092%.

Zone 6 - All formations below the base of Zone 5. - .8184%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

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1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

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BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

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Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

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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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

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Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 2:04 PM
IN BOOK 77 O&G PAGE 775
FEES $19.50
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

1426-016

214331

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

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Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .30%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3069%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1534%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2046%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4092%.

Zone 6 - All formations below the base of Zone 5. - .8184%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co.
c/o Marjorie S. Lebo
17 Lancaster Street
Cambridge, Massachusetts 02140 — .0671 %

John W. Beebe
2 Race Hill Road
Madison, Connecticut 06443 — .0671 %

Granada & Co.
Edward M. Lebo, Partner
17 Lancaster Street
Cambridge, Massachusetts 02140 — .10055 %

Raymond P. Lavietes
c/o Shelton Products, Inc.
Drawer 827
Shelton, Connecticut 06484 — .13405 %

Jacques R. Maroni
4377 Compton Way
Bloomfield Hills, Michigan 48013 — .0671 %

Shelton Products, Inc.
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Kay Arborio Liggera
121 Boardman Road
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Robert D. Hodes
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New York, New York 10020 — 1.3913 %

Jack I Straus
c/o R. H. Macy & Co., Inc.
151 West 34th Street
New York, New York 10001 — .13405 %

Charles Stern
627 Mountain Drive
South Orange, New Jersey 07079 — .0671 %

Ralph Poses
4734 Wildewood Drive
Delray Beach, Florida 33445 — .0671 %

Frits Markus
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — 1.05975 %

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
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Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
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Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 8:00 AM
IN BOOK 77 O & G PAGE 780
FEES $19.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-017

214332

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective February 1, 1964, between the United States Department of Interior serial number Wyoming - 0289523 as Lessor and J. R. Andrews as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 3: Lots 5, 6, 7, 8, S/2, and Section 10: N/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .2344%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .2397%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1199%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .1598%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .3197%.

Zone 6 - All formations below the base of Zone 5. - .6393%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
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Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 9:00 A.M.
IN BOOK 77 Ox G PAGE 785
FEES $19.50 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

214333

1426-017

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective February 1, 1964, between the United States Department of Interior serial number Wyoming-0289523 as Lessor and J. R. Andrews as Lessee, insofar and only insofar as the lease covers Township 28 North, Range 115 West, 6th P.M., Section 2: Lots 5, 6, 7, 8 & S/2; Section 11: N/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

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Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .4687%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .4687%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .625%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .625%.

Zone 6 - All formations below the base of Zone 5. - 1.25%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

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3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding u[redacted]e respective successors and [redacted]ns of Assignor and Assigne[redacted]

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BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
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County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____ _____
_____
_____

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Ox 8 PAGE 790
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-018

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

214334

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective June 1, 1965, between the United States Department of Interior serial number Wyoming -0315726 as Lessor and Burton G. Lowe as Lessee, Township 28 North, Range 115 West, 6th P.M., Section 4: Lots 7, 8, & SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .3281%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3356%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1678%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2238%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4475%.

Zone 6 - All formations below the base of Zone 5. - .8951%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

795

RECORDED October 27 1986 9:50 A.M.
IN BOOK 77 Misc PAGE 795
FEES $9.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-019

214335

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective December 1, 1973, between the United States Department of Interior serial number W-29933 as Lessor and Carl W. Klaenhammar as Lessee, Township 28 North, Range 115 West, 6th P.M., Section 4: Lot 5, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .1406%.

Zone 2 - All formations from the base of Zone 1 down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1438%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .0719%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .0959%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .1918%.

Zone 6 - All formations below the base of Zone 5. - .3836%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co.
c/o Marjorie S. Lebo
17 Lancaster Street
Cambridge, Massachusetts 02140 — .0671 %

John W. Beebe
2 Race Hill Road
Madison, Connecticut 06443 — .0671 %

Granada & Co.
Edward M. Lebo, Partner
17 Lancaster Street
Cambridge, Massachusetts 02140 — .10055 %

Raymond P. Lavietes
c/o Shelton Products, Inc.
Drawer 827
Shelton, Connecticut 06484 — .13405 %

Jacques R. Maroni
4377 Compton Way
Bloomfield Hills, Michigan 48013 — .0671 %

Shelton Products, Inc.
1 Maple Street
Shelton, Connecticut 06484 — .0671 %

Kay Arborio Liggera
121 Boardman Road
Poughkeepsie, New York 12603 — .13405 %

Robert D. Hodes
30 Rockefeller Plaza, Suite 3110
New York, New York 10020 — 1.3913 %

Jack I Straus
c/o R. H. Macy & Co., Inc.
151 West 34th Street
New York, New York 10001 — .13405 %

Charles Stern
627 Mountain Drive
South Orange, New Jersey 07079 — .0671 %

Ralph Poses
4734 Wildewood Drive
Delray Beach, Florida 33445 — .0671 %

Frits Markus
c/o First Manhattan Co.
437 Madison Avenue
New York, New York 10022 — 1.05975 %

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David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
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John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
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Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. 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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2. Of the age of majority in the State where the lands 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 the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:00 A.M.
IN BOOK 77 Oil & Gas PAGE 800
FEES $19.50 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-020

214336

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective October 1, 1974, between the United States Department of Interior serial number W-45878 as Lessor and Tom Panos as Lessee, Township 28 North, Range 115 West, 6th P.M., Section 4: Lot 6 & SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 1 - All formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet in the Humble Hoback No. 2 Well, Section 15, T28N, R115W, 6th P.M., down to the base of the Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback II Unit Well. - .1406%.

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B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 2:04 PM
IN BOOK 77 Misc PAGE 805
FEES $19.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

214337

1426-021

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective November 1, 1965, between the United States Department of Interior serial number Wyoming-0320387 as Lessor and Etta Mandel as Lessee, insofar and only insofar as the lease covers Township 29 North, Range 115 West, 6th P.M., Section 34: Lots 1, 2, 3, 4, & N/2, N/2 S/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1858%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .0929%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .1239%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .2477%.

Zone 6 - All formations below the base of Zone 5. - .4955%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

EXHIBIT "A"

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H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Oil & Gas PAGE 810
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-022

214338

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective June 1, 1966, between the United States Department of Interior serial number Wyoming-0325131 as Lessor and Phillip E. Flanagan as Lessee, insofar and only insofar as the lease covers Township 29 North, Range 115 West, 6th P.M., Section 25: W/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1858%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .0929%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .1239%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .2477%.

Zone 6 - All formations below the base of Zone 5. - .4955%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

811

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
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Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
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Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
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Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
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Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

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This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Over PAGE 815
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-023

~~214339~~
214339

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS:

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective October 1, 1966, between the United States Department of Interior serial number Wyoming-1334 as Lessor and James L. Harden as Lessee, Township 29 North, Range 115 West, 6th P.M., Section 23: ALL: Section 26: ALL, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1858%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .0929%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .1239%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .2477%.

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This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

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[redacted] [redacted] [redacted]

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Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____

RECORDED October 27 1986 9:00AM
IN BOOK 77 Oil & G PAGE 820
FEES $19.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-024

214340 ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective October 1, 1966, between the United States Department of Interior serial number Wyoming-1333 as Lessor and David Karr as Lessee, Township 29 North, Range 115 West, 6th P.M., Section 22: ALL; Section 27: N/2, N/2 SW/4, SE/4 SW/4, SE/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1858%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .0929%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .1239%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .2477%.

Zone 6 - All formations below the base of Zone 5. - .4955%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

This assignment is made by Assignor and accepted by Assignee subject to:

1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached tc and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

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Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
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Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

823

EXHIBIT "A"

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Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
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Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

RECORDED October 27 1986 9:00 AM
IN BOOK 77 Oil PAGE 825
FEES $19.50 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-025

214341

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective January 1, 1967, between the United States Department of Interior serial number Wyoming-2702 as Lessor and Lewis H. Tiley as Lessee, Township 29 North, Range 115 West, 6th P.M., Section 28: E/2, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1858%.

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1. Said overriding royalty interest herein assigned shall be paid to Assignee free of all development, production and operating costs; but said interest shall bear and pay currently its proportion of all ad valorem, gross production, pipeline, windfall profits, and other taxes, and said interest shall be calculated and paid after deducting all costs, if any, incurred in dehydrating, treating, compressing, transporting or otherwise processing the production in order to make it marketable. Said assigned interest shall also be subject to the free fuel to operator and pooling and unitization provisions contained in said lease to the same extent as the royalty interest of the lessor in said lease is subject to said provisions;

2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

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[redacted] [redacted] [redacted]

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Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

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Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

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This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder
Notary Public

My commission expires on the _____ day of _____, A.D., 19____.

RON HOLDER
RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____.

_____

_____
_____
_____

FILED October 27 1986 9:00 AM
IN BOOK 77 Oil PAGE 830
FEES $19.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1426-026

214342

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

That Belco Petroleum North America, Inc., with its principal office and place of business as 10000 Old Katy Road, Houston, Texas, 77055, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the parties hereinafter referred to as "Assignees," their successors and assigns, who are described in Exhibit "A", along with their proportionate share of interest in the following percentages of overriding royalty interests in the oil, gas and gas products produced and saved from the lands and under the provisions of the oil and gas lease described as that certain federal oil and gas lease dated effective March 1, 1967, between the United States Department of Interior serial number Wyoming-36058 as Lessor and Humble Oil and Refining Company as Lessee, insofar and only insofar as the lease covers Township 29 North, Range 115 West, 6th P.M., Section 21: E/2; Section 27: SW/4 SW/4, Sublette County, Wyoming, insofar as such overriding royalty percentages are indicated below by the described depth zones:

Zone 2 - All formations from below the base of The Jurassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble No. 2 Hoback No. II Unit Well down to the stratigraphic equivalent of 11,415 feet as measured in the Purcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .3297%.

Zone 3 - All formations from the base of Zone 2 down to the base of the Thaynes Formation, deemed to be the stratigraphic equivalent of 12,297 feet as measured in the Porcupine Creek Unit Well located in the NE/4SE/4, Section 35, T29N, R115W, 6th P.M. - .1648%.

Zone 4 - All formations from the base of Zone 3 down to the base of the Phosphoria Formation deemed to be the stratigraphic equivalent of 13,589 feet as measured in the Porcupine Creek Unit Well located in the NE/4SW/4, Section 35, T29N, R115W, 6th P.M. - .2198%.

Zone 5 - All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation. - .4395%.

Zone 6 - All formations below the base of Zone 5. - .8791%.

It is the intent of Assignor by this Assignment to convey to Assignee all of Assignor's overriding royalty interest owned by Assignor in and to that certain oil and gas lease as described above. Should examination of any records disclose oil and gas overriding interest owned by Assignor other than those described heretofore pertaining specifically to the lease described, Assignor does by this Assignment hereby convey such interests.

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2. Said Override shall be in addition to any existing overriding royalties or other burdens on production;

3. This instrument of assignment and the terms and conditions hereof shall extend to and be binding upon the respective successors and assigns of Assignor and Assignee.

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

Margo & Co. c/o Marjorie S. Lebo 17 Lancaster Street Cambridge, Massachusetts 02140	.0671 %
John W. Beebe 2 Race Hill Road Madison, Connecticut 06443	.0671 %
Granada & Co. Edward M. Lebo, Partner 17 Lancaster Street Cambridge, Massachusetts 02140	.10055 %
Raymond P. Lavietes c/o Shelton Products, Inc. Drawer 827 Shelton, Connecticut 06484	.13405 %
Jacques R. Maroni 4377 Compton Way Bloomfield Hills, Michigan 48013	.0671 %
Shelton Products, Inc. 1 Maple Street Shelton, Connecticut 06484	.0671 %
Kay Arborio Liggera 121 Boardman Road Poughkeepsie, New York 12603	.13405 %
Robert D. Hodes 30 Rockefeller Plaza, Suite 3110 New York, New York 10020	1.3913 %
Jack I Straus c/o R. H. Macy & Co., Inc. 151 West 34th Street New York, New York 10001	.13405 %
Charles Stern 627 Mountain Drive South Orange, New Jersey 07079	.0671 %
Ralph Poses 4734 Wildewood Drive Delray Beach, Florida 33445	.0671 %
Frits Markus c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

H. F. Van Itallie c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	.35325 %
Risa Alevy New York, New York	.03355 %
David Gottesman c/o First Manhattan Co. 437 Madison Avenue New York, New York 10022	1.05975 %
Dacar Company 745 Fifth Avenue, Room 814 New York, New York 10022	.03355 %
John A. Durgom 4400 Berkshire Close Rockford, Illinois 61111	.0671 %
Ilene Nathan 718 North Linden Drive Beverly Hill, California 90210	.2176 %
Harry Shulman 16 Edgeboro Road East Brunswick, New Jersey 08816	2.44745 %
Charles Stern, Trustee U/L/W/T of Louis Stern for Benefit of Robert Stern 70 Pine Street New York, New York 10005	.0671 %
Estate of Archie J. Weith c/o Evelyn W. Klees, Executrix 3945 Caminito Dahesa San Diego, California 92107	.0671 %
B. Lamar Pilcher 500 Beverly Drive Bonaire, Georgia 31083	.1676 %
Thornton W. Snead, Jr. 680 Green Bay Road Winnetka, Illinois 60093	.0671 %
Myron M. Kaplan 17 Hamilton Avenue Weehawken, New Jersey 07087	.2907 %

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective this 1st day of October 19 83, although executed this 5th day of November 19 84, from Belco Petroleum North America, Inc., to the assignees hereinafter described.

William J. Neiman 1323 Holly Lane Winnetka, Illinois 60093	.1342 %
Henry Pope, Jr., Trustee 1630 Sheridan Road, Apartment 6I Wilmette, Illinois 60091	.0671 %
A. Watson Armour, IV 11 Cheyenne Mountain Boulevard Colorado Springs, Colorado 80906	.10055 %
Morris P. Kaplan 1201 Mayfair Land Glencoe, Illinois 60022	.0503 %
Estate of Jack Lieberman, Ruth Lieberman, Personal Representative 2751 South Ocean Drive Hollywood, Florida 33020	.0671 %
Bernice M. Koglin Trust, dated 6-10-86 Bernice E. Koglin Trustee 1555 North Astor, 30W Chicago, Illinois 60610	.0671 %
Barry J. Lieberman 1116 Mayfair Lane Glencoe, Illinois 60022	.0671 %
Mary C. Dempniak 3491 17th Street San Francisco, California 94110	.0671 %
Estate of C. Maxwell Stanley David M. Stanley, Executor P. O. Box 619 Muscatine, Iowa 52761	.13405 %
Brown & Co. First Interstate Bank of Nevada Trust Department Box 30100 Reno, Nevada 89520	.23715 %
Ronald J. Linder or Sandra L. Linder as Trustees U/T/D 12/29 3956 Washington Street San Francisco, California 94118	.0671 %

The aforementioned percentages pertain to the Assignees' proportionate share of interest insofar and only insofar as they cover the lease and depths indicated.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the aforementioned overriding royalty interest unto the Assignee herein and unto Assignees' successors and assigns.

This assignment is made without warranty of title, either express or implied.

This instrument shall be effective as of the 1st day of October, 1983, although executed this 5th day of November, 1984, in multiple originals.

BELCO PETROLEUM NORTH AMERICA, INC.

J. M. Oswald

J. M. Oswald, Executive Vice President

State of Texas §
§
County of Harris §

On this 5th day of November, 1984, before me appeared J. M. Oswald, to me personally known who, being by me duly sworn, did say that he is the Executive Vice President of Belco Petroleum North America, Inc., and that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Executive Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this 5th day of November, A.D., 1984.

Ron Holder

Notary Public

My commission expires on the _____ day of _____, A.D., 19_____.

RON HOLDER
Notary Public in and for State of Texas
My Commission Expires June 26, 1988.

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 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.

4. Assignee agrees that the obligation to pay any overridng royalties or payments out of production of oil created herein, which, 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 17 1/2%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less pursuant to 43 CFR 3103-3.

B. IT IS HEREBY CERTIFIED THAT the statements made herein are true, complete and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19_____.

_____

_____
_____
_____