Form 3100-11
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [redacted]354

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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 Wessalk Energy Inc
   Street 1615 California #702
   City, State, Zip Code Denver, CO 80202

2. This application/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: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R	Meridian	State	County

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

224467

T. 0300N R. 114W 06th Meridian WY State Sublette County

sec. 004 Lots 1-4;
004 S2;
005 Lots 3,4;
005 S2N,E2SW,SE;

RECORDED May 8 1989 4:00 PM
IN BOOK 83 O&G PAGE 1
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

Total acres in lease 884.090
Rental retained $ 1327.50

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by [signature] ANDREW L. TARGUS
(Signing Officer)

Chief, Leasing Section MAR 15 1989
(Title) (Date)

EFFECTIVE DATE OF LEASE APR 01 1989

(Continued on reverse)

FOR LESSEE

Tear

INSTRUCTIONS

Tear

A. General

1. The front of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete front of form for all other types of leases.
2. Entries **must** be typed or printed plainly in ink. Offeror **must** sign Item 4 in ink.
3. An original and two copies of this offer **must** be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.
4. If more space is needed, additional sheets **must** be attached to **each** copy of the form submitted.

B. Special:

Item 1—Enter offeror's name and billing address

Item 2—Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or project which the land is a part. The same offer may not include both Public Domain and Acquired lands. Offeror also may provide other information that will assist in establishing title for minerals. The description of land **must** conform to 43 CFR 3110. A single parcel number and Sale Date shall be the only acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted **must** include the filing fee and the first year's rental at the rate of $1.50 per acre or fraction thereof. The full rental based on the total acreage applied for must accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3—This space will be completed by the United States.

PAPERWORK RED[redacted]T STATEMENT

The Paperwork Reduction Act of 19[redacted]44 U.S.C. 3501 et seq.) requires us to inform you that

This information is being collected pursuant to the law

ROUTINE USES:

(1) The adjudication of the lessee's rights to the land or resources.

STATE OF COLORADO }
COUNTY OF DENVER } SS.

On the 23rd day of March, A. D., 19 89, personally appeared before me Gerald D. Klassen, who being by me duly sworn, did say that he is the President of Ness Energy, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Gerald D. Klassen acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires: July 21, 1990

Residing at: 701 Harlan St., Lakewood, CO 80214

ACKNOWLEDGMENT (For use by Corporation)

If the United States

or separate

cover the land described in the

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the

payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency

or representations as to any matter within its jurisdiction.

Duly executed this 23rd day of March, 89

Ness

Gerald D.

fact

LEASE TERMS

Sec. 3. Rentals - Rentals shall be paid to proper office of lessor in advance of each lease year as follows:

Annual rental rates per acre or fraction thereof are:

a) Non-competitive lease, $1.50 for the

b) Competitive lease, $1.50 for the

Other

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 if such well is located

allocation of production

annual rentals shall

Rentals in the

reduced or suspended by the Secretary

a) Non-competitive

b) Competitive

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 or waste of leased resources. Lessor reserves the right to specify rates of development and production in the public interest and lessee shall comply with such specifications within 30 days of notice. If deemed necessary by lessor to prevent unnecessary damage to, loss or waste of leased resources,

8579 517
ASPEN RIDGE

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Page	Description
Grant Beck, a single man	5/21/81	62 O&G	334	See Exhibit "A" attached hereto and made a part hereof.

As same may have been amended and modified from time to time.

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease;

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

DATED the 10th day of April, 1989.

CHEVRON U.S.A. INC.

By _____

ASSISTANT SECRETARY

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared O.F. BALDWIN II to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 14th day of April, 1989.

My commission expires:

Feb 26, 1993

Barbara J. Perine
Notary Public

224485

OFFICIAL SEAL
BARBARA J. PERINE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My comm. expires Feb. 26, 1993

RECORDED May 10 1989 11:00 AM
IN BOOK 83 O&G PAGE 3
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ORIGINAL 3

EXHIBIT 'A'

Attached to and Made a Part of
Instrument of Surrender dated _____

Township 33 North, Range 109 West
Section 13: E½SW¼, SE¼
Section 24: E½W½W½NE¼, E½W½NE¼, E½NE¼

Township 33 North, Range 108 West
Section 19: Lots 1(40.46), 2(40.45), E½NW¼ except the following described tracts:

Tract A
Beginning at a point which is South 89°45'07.1" East a distance of 472.63 feet from the true West Quarter Corner of said Section 19, said point also being on the centerline of County Road 23-109; thence from said point of beginning North 00°20'25" East, a distance of 51.0 feet to a point on the North ROW of said County Road; thence continuing North 00°20'25" East, a distance of 1010.0 feet; thence South 89°45'07.1" East, a distance of 432.0 feet; thence South 00°20'25" West, a distance of 1010.0 feet to a point on the North ROW of said County Road 23-109; thence continuing South 00°20'25" West, a distance of 51.0 feet to a point on the centerline of said County Road; thence North 89°45'07.1" West, along said centerline, a destance of 432.0 feet to the point of beginning: containing 10.52 acres more or less.

Tract B
Beginning at a point which is located on the North line, 100.0 feet North 89°14'00" West of the North Quarter Corner; thence North 89°14'00" West, a Distance of 1650.03 feet along the North Section line; thence South 00°26'00" West, a distance of 532.35 feet; thence South 89°38'00" East, a distance of 1650.0 feet; thence North 00°26'00" East, a distance of 521.0 feet to the point of beginning: containing 19.95 acres more or less.

Tract C
Beginning at a point which is South 89°45'07.1" East, a distance of 41.34 feet from the true West Quarter Corner, said point also being on the centerline of County Road 23-109; thence from the point of beginning North 00°20'25" East, a distance of 1010.0 feet; thence South 89°45'07.1" East, a distance of 431.29 feet; thence South 00°20'25" West, a distance of 1010.0 feet; thence North 89°45'07.1" West, along the centerline of said County Road 23-109, a distance of 431.29 feet to the point of beginning: containing 10.0 acres more or less.

Containing 500.44 acres more or less.

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASE

THE STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE §

TEXACO PRODUCING INC., a Delaware corporation, whose address for purposes of this instrument is P.O. Box 3109, Midland, Texas 79702, hereinafter called "Assignor," for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration to it paid by MERIDIAN OIL PRODUCTION INC., a Delaware corporation, whose address for purposes of the instrument is 2919 Allen Parkway, Houston, Texas 77019, hereinafter called " Assignee," the receipt and full sufficiency of which are hereby acknowledged and confessed, does hereby grant, convey, transfer, and assign, unto Assignee, subject to the further terms hereof, all of Assignor's interest in and to the oil and gas or oil, gas and mineral lease(s) set forth in Exhibit A attached hereto and made a part hereof by reference including any amendments, supplements, or modifications thereto, or ratifications thereof, together with all of Assignor's interest in (i) any and all wells, tanks, roads, platforms, pipelines, facilities, equipment, or other property of any nature whatsoever (whether real or personal, movable or immovable, or mixed) located thereon and used in connection therewith, (ii) any easements or rights of way, surface leases or surface use agreements, road use agreements, licenses, permits, or any other similar agreements (hereinafter called the "incidental agreements") held as an incident to, or to facilitate operations on, the oil and gas or oil, gas and mineral lease(s), and (iii) any other outstanding contracts, agreements, or instruments which cover or affect said lease(s), or the lands covered thereby, executed in the usual and ordinary course of business of exploring for, developing, producing, marketing, and transporting hydrocarbons from such lease(s), such as, by way of illustration and not by way of limitation, operating agreements, unitization agreements, pooling agreements, gas sales agreements, gas balancing agreements (including ownership of any rights and benefits arising from underproduction prior to the effective date hereof), crude oil and liquid hydrocarbon sales agreements, easements, and rights of way agreements (said outstanding contracts, agreements, or instruments being hereinafter called the "subject to instruments"); said oil and gas or oil, gas and mineral lease(s), the other enumerated property, the incidental agreements, and the subject to instruments, being hereinafter collectively called the "Lease(s)."

If Exhibit A reflects any depth or formation limitations, the Assignor expressly reserves and retains all leasehold rights above and/or below any such depth or formation limitations.

TO HAVE AND TO HOLD, said interest in the Lease(s) unto Assignee, its successors and assigns, subject to the terms and provisions of the respective lease(s) and this Assignment.

It is the intention of Assignor by this instrument to convey all of Assignors right, title, and interest in the Lease(s) to Assignee. In the event additional instruments are required to convey or reflect of record such interest to Assignee, Assignor agrees to execute such further instruments as may be necessary to vest title in Assignor or reflect same of record in Assignee, its successors and assigns.

This instrument is also executed and accepted subject to the terms and provisions of the instrument styled "Collateral Agreement" executed by the parties simultaneously herewith, which instrument is incorporated herein by reference, including without limitation those terms and provisions relating to underproduction and over production, indemnification therefor, and gas balancing agreements.

224498

RECORDED May 11 AD 89 11:30 AM
IN BOOK 83 Of G PAGE 5
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
5 By: Jean Riley

Notwithstanding any other provisions hereof, Assignor assigns to Assignee the incidental agreements and the subject to instruments, to the extent, and only to the extent, that such instruments and the rights thereunder are assignable; and further, Assignor reserves to itself, its successors and assigns, the right of joint use of the incidental agreements and the subject to instruments, and the lands covered thereby, with Assignee, its successors and assigns, where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained by Assignor in the oil and gas or oil, gas and mineral lease(s) described on Exhibit A or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor to the extent permitted in such incidental agreements and subject to instruments in effect as of the effective date.

By execution hereof, Assignee expressly agrees to all of the terms, provisions, and conditions of this Assignment, and accepts, assumes, and agrees to fulfill all of the obligations imposed on Assignee under this Assignment and all of Assignor's obligations in, under and pursuant to the Lease(s), on and after the effective date of this Assignment, including, without limitation, the obligation to plug and abandon all wells now or hereafter located on the Lease(s) in compliance with all applicable statutory and regulatory requirements.

It is further understood and agreed by Assignor and Assignee that the covenants contained in this Assignment shall be covenants running with the land and be binding on Assignee, its successors and assigns.

Assignee acknowledges that it has inspected the Lease(s) and premises and satisfied itself as to their physical and environmental condition, both surface and subsurface, and that Assignee accepts all of same in their "AS IS, WHERE IS," condition, subject to the terms and provisions of the Collateral Agreement.

Assignor neither implies, nor warrants, that it will execute any offer of credit or any other agreement with any interstate pipeline as contemplated in Federal Energy Regulatory Commission (FERC) Order No. 500 et al (18 CFR 284.8 and 284.9), or any amendment or successor order; provided, however, Assignor, within ten (10) days of Assignee's request, shall execute an offer of credit to the interstate pipeline (if any) to whom the gas produced from the leases listed in Exhibit A was contractually obligated on June 23, 1987. Additionally, if (1) in accordance with FERC Order No. 500 et al no crediting is required or the gas is exempted from crediting, or (2) take-or-pay moneys are not currently accruing and are not owed to Assignor by the transporting pipeline company seeking an offer of credit, Assignor shall execute, within ten (10) days of Buyer's request, an offer of credit so that the Assignee may obtain transportation of gas produced from the Leases assigned hereunder from any other transporting pipeline company. Nothing herein shall be construed to prohibit the Assignee from seeking to obtain the agreement of any potential transporting pipeline company to waive its right to receive an offer of credit from Assignor relative to gas produced from the leases assigned hereunder. The above paragraph shall be applicable only to those leases listed in Exhibit A which are designated with (1).

Assignee, its successors and assigns, shall, at Assignor's request, execute an agreement in accordance with Federal Energy Regulatory Commission Order No. 500 et al (18 CFR 284.8 and 284.9), or any amendment or successor order, that shall allow the crediting pursuant to said order against take-or-pay obligations due and owing by the interstate pipeline, if any, under any existing contract covering gas from the leases assigned hereunder. Assignee, its successors and assigns, further agree to indemnify Assignor for any losses or damages caused by the Assignee's failure to execute said agreement. The above paragraph shall be applicable only to those leases listed in Exhibit A which are designated with (2).

Assignor does not transfer to Assignee any right to initiate the "Good Faith Negotiations" procedures specified in Federal Energy Regulatory Commission Order No. 451 et al (18 CFR Sec. 270.201), or any amendment or successor order, with respect to any "existing contract" (as such term is defined at 18 CFR Sec. 270.201(a)(2)(ii)) which encumbers the leases assigned hereunder. As a condition of sale, Assignee, its successors and assigns, shall not attempt, without Seller's prior written approval, to invoke or initiate "Good Faith Negotiations" procedures with respect to any existing contract which encumbers the Leases assigned hereunder, and Assignee shall indemnify Assignor for all damages and losses caused by any such unapproved attempt. The above paragraph shall be applicable only to those leases listed in Exhibit A which are designated with (3).

Assignor agrees to notify Assignee of its intent to initiate "Good Faith Negotiations" procedures with an interstate pipeline company which purchases gas from one or more Leases assigned to Assignee, and Assignee shall have the right, but not the obligation, to include one or more of the assigned Leases encumbered by an "existing contract" with the interstate pipeline in Assignor's nomination request.

If Assignee chooses to include one or more of the assigned Leases in Assignor's nomination request, Assignee shall have the right, with respect to the assigned Leases, to accept and/or reject any price or contract provision nominated by the gas purchaser which affects "existing contract(s)" covering the assigned Leases. Assignee acknowledges to Assignor that Assignee is aware of the possibility of termination of one or more of the "existing contract(s)" with the gas purchaser according to the provisions of 18 CFR Section 270.201.

If Assignee chooses not to include one or more of the assigned Leases in Assignor's nomination request, but the gas purchaser under an "existing contract(s)" encumbering the Leases assigned hereunder requests a nomination under 18 CFR 270.201(b)(5)(ii) for any gas which on June 3, 1987, was subject to an existing contract between the gas purchaser and the Assignor, and for which Assignor did not make a nomination request under 18 CFR 270.201(b)(1), Assignee shall have the right under 18 CFR 270.201(b)(5)(vi) to request pursuant to 18 CFR 270.201(b)(3) that the gas purchaser nominate a price for any old gas sold under such contract(s) and produced from the leases assigned hereunder and Assignee shall have the right to accept or reject any price and/or contract provision with the gas purchaser which affects "existing contracts" covering the leases assigned hereunder. The above three paragraphs shall be applicable only to those leases listed in Exhibit A which are designated with (4).

NOTWITHSTANDING ANYTHING IN THIS ASSIGNMENT TO THE CONTRARY, THE LEASE(S) ARE BEING ASSIGNED BY ASSIGNOR TO ASSIGNEE AND ACCEPTED BY ASSIGNEE "AS IS," "WHERE IS," IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND WITHOUT RECOURSE, COVENANT, WARRANTY OF TITLE, OR OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, ALL WARRANTIES BEING EXPRESSLY DISCLAIMED, WITH THE SOLE EXCEPTION THAT ASSIGNOR WARRANTS TITLE TO THE LEASE(S) (SUBJECT TO THE PERMITTED ENCUMBRANCES) AGAINST EVERY PERSON WHOSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE LIMITED IN AMOUNT TO RETURN OF THE PURCHASE PRICE. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (A) ANY IMPLIED OR EXPRESS WARRANTY THAT THE PROPERTY IS FREE FROM ANY DEFECTS OR HAZARDS, APPARENT OR LATENT, (B) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (C) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (D) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

IN WITNESS WHEREOF, this instrument is executed effective as of 7:00 A.M., Houston Time, on June 1, 1988.

TEXACO PRODUCING INC., Assignor

By _____
Attorney in Fact

BARBARA L. HIGGINS
Notary Public, State of Texas
My Commission Expires 10-31-

MERIDIAN OIL PRODUCTION INC.,
Assignee

_____
Ivan E. Kercher Attorney in Fact

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, _____, a Notary Public in and for said state, on this day personally appeared S.L. Chandler, to me known to be the identical person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney in Fact of TEXACO PRODUCING INC., a Delaware corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICE SEAL this 10th day of December, 1989.

BARBARA L. HIGGINS
Notary Public, State of Texas
My Commission Expires 10-31-

_____
Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF MONTANA §
§
COUNTY OF YELLOWSTONE §

BEFORE ME, _____, a Notary Public in and for said state, on this day personally appeared _____ to me known to be the identical person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney in Fact of MERIDIAN OIL PRODUCTION INC., a Delaware corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICE SEAL this 5th day of _____, 1989.

_____
Notary Public, State of Montana
My Commission expires _____

EXHIBIT A
Attached to and made a part of
Assignment from Texaco Producing Inc. to Meridian Oil Production Inc.
Effective June 1, 1988, Sublette County, Wyoming

FERC PROVISION	Texaco Producing Inc. No.	Federal, State or Indian No.	Lessor		Lessee	Date	RECORDATION DATA Book	Page	State	County or Parish
	Apache Federal #3-14									
(1,2)	WY-005-150	W-54913	USA	WY-35029	Rainbow Resources Inc.	6-1-76	54	375	WY	Sublette

DESCRIPTION - 320 acres of land, more or less, being the S/2 of Section 14, T-27-N, R-112-W, from the surface to stratigraphic equivalent of the total depth drilled in the Apache Federal #2-23 well, at approximately 8,693 feet, NW/4 of Section 23, T-27-N, R-112-W.

(1,2)	**Apache Federal #2-23**									
	WY-005-458	W-58384 (NE/4)	USA	WY-35031	Trigood Oil Company	4-1-77	-	-	WY	Sublette
	WY-005-151	W-54914 (NW/4)	USA	WY-35030	Farmland International Energy Co.	6-1-76	-	-	WY	Sublette

DESCRIPTION - 320 acres of land, more or less, being the N/2 of Section 23, T-27-N, R-112-W, 6th P.M., from the surface to stratigraphic equivalent of the total depth drilled in the Apache Federal #2-23 well, at approximately 8,693 feet, NW/4 of Section 23, T-27-N, R-112-W.

10

FORM T3

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 8th day of December, 1985, a certain oil and gas lease was made, executed, and delivered by Inez P. Finnegan, also known as Inez Finnegan, a widow

as Lessor, to R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit.

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼;
Section 23: SE¼NE¼, W½NE¼, NW¼, N½S½

224506

RECORDED May 11 1989 1:00 P M
IN BOOK 83 O & G PAGE 10
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

said lease being recorded in Book 76 O&G at Page 417 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 8th day of January, 19 86

x May Brown Jones
May Brown Jones
SS#

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Utah
County of Washington ss.

On this 8th day of January in the year of 1986, before me, a Notary Public within and for said County and State, personally appeared May Brown Jones

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.

12-18-86
My Commission Expires:

Ellen A Brose
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.

[redacted]
My Commission Expires:

[redacted]
Notary Public

FORM T3 [redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 8th day of December, 19 85, a certain oil and gas lease was made, executed, and delivered by Inez P. Finnegan, also known as Inez Finnegan, a widow

as Lessor, to R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: SE¼NE¼, W½NE¼, NW¼
Section 23: W½NE¼, SE¼NE¼, NW¼, N½S½

224507

RECORDED May 11 1987 1:00 PM
IN BOOK 83 O&G PAGE 11
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

said lease being recorded in Book 76 O&G at Page 417 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 21st day of January, 19 86.

x Beulah Louise Riggan
Beulah Louise Riggan
SS#

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming
County of Teton ss.

On this 21st day of January in the year of 19 86, before me, a Notary Public within and for said County and State, personally appeared Beulah Louise Riggan

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:

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

R. Michael Mullikin - Notary Public
County of Teton State of Wyoming
My Commission Expires January 16, 1987

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

//

FORM T3

12

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 8th day of December, 19 85, a certain oil and gas lease was made, executed, and delivered by Inez P. Finnegan, also known as Inez Finnegan, a widow

as Lessor, to R. K. O'Connell, P.O. Box 2003, Casper, Wyoming 82602

as Lessee, covering the following-described lands in Sublette County, State of Wyoming, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW¼;
Section 21: E½NE¼;
Section 22: W½NE¼, SE¼NE¼, NW¼
Section 23: W½NE¼, SE¼NE¼, NW¼, N½S½

224508

RECORDED May 11 1989 1:00 PM
IN BOOK 83 O&G PAGE 12
FEES 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

said lease being recorded in Book 76 O&G at Page 417 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 8th day of January, 19 86.

X Kathleen Bardin King
Kathleen Bardin King
SS#

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of Wyoming
County of Sublette ss.

On this 8 day of January in the year of 19 86, before me, a Notary Public within and for said County and State, personally appeared Kathleen Bardin King 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.

September 1, 1987
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.

_____ [redacted] _____ [redacted] _____ [redacted] Notary Public

ASSIGNMENT OF OIL AND GAS LEASE

WITH RECOURSE and WITH WARRANTY, the undersigned herewith assigns to the Aurora National Bank, a national banking association, 1463 Ironton, Aurora, Colorado, all his right, title and interest in and to those certain oil and gas leases between Martin W. Wilson (#520-283-7929) lessee, pertaining to real property described as:

in the County of Sublette and State of Wyoming, to-wit:

All of borrower's mineral interest in the following described lands:
Lot 7 & SW/4 SE/4 Section 29, and Lot 1 & NW/4 SW/4 & W/2 NW/4 &E/2 W/2 & W/2 E/2 & that portion of Green River Bed riparian to Lot 1 Section 32, Township 27 North, Range 112 West and Lots 2, 3, 8, 9, & 14 & SW/4 NE/4 & NW/4 SE/4 & that part of the Green River Bed riparian to Lots 8, 9 & 14 Section 6, Township 26 North, Range 112 West.

Dated at Aurora, Colorado, this 20th day of March, 1984.

Martin W. Wilson

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.
)

The foregoing instrument was ackowledged before me this 28th day of April, 1989

My commission expires: 03-30-92

Cathy L Fitzsimmons
NOTORY PUBLIC

Held as security on Installment Loans: #156427, #137728 and ACT Line of Credit: #04-9338-7.

224514

RECORDED May 12 1989 12:45 PM
IN BOOK 83 O&G PAGE 13
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

ROYALTY ASSIGNMENT

THIS ASSIGNMENT made this 9th day of May, 1989, by and between LOWELL E. LARSEN and VIOLET B. LARSEN, husband and wife, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignors"; and LOWELL E. LARSEN and VIOLET B. LARSEN, Trustees, or their successors in trust under the LOWELL E. LARSEN LIVING TRUST, and any amendments thereto, dated September 26, 1988, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignees";

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignees to Assignors, receipt whereof is hereby acknowledged, Assignors do hereby sell, convey, transfer, assign and set over unto Assignees and their heirs, successors and assigns, all of the right, title, interest, claim and demand of Assignors, in and to all of the following described royalty interests, to-wit:

An undivided .00010365 overriding royalty interest in the following:

Green River Bend Unit FR P/A A-B

Participating Area A-B (Seventh Revision) for the Frontier Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of September 1, 1961, and containing 13,903.38 acres of land. Sublette and Lincoln Counties, Wyoming.

An undivided .00031376 overriding royalty interest in the following:

0050306-999 Green River Bend BR P/A

Initial Participating Area (Second Revision) for the Bear River (Muddy) Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of August 1, 1961 and containing 4,503 acres of land.

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignees, their heirs, representatives and assigns forever.

IN WITNESS WHEREOF, LOWELL E. LARSEN and VIOLET B. LARSEN, husband and wife, have hereunto set their names the day and year first above-written.

Lowell E Larsen
LOWELL E. LARSEN

Violet B. Larsen
VIOLET B. LARSEN

224515

RECORDED May 12 AD 89 1:00 P M
IN BOOK 83 O&G PAGE 14
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mari Riley

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 9th day of May, 1989, by LOWELL E. LARSEN and VIOLET B. LARSEN, husband and wife.

Witness my hand and official seal.

My commission expires:

[illegible]

Notary Public

4/88 skk

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, OXY USA INC., a Delaware Corporation, 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 SUBLETTE County, State of WYOMING, identified by reference to the number assigned thereto by Lessee, the lease date, the name of the Lessor, the book and page of the recording thereof, and the description of the land covered thereby to-wit:

LEASE NUMBER:	6-4907530/4907530
DATE:	April 2, 1979
LESSOR:	State of Wyoming (Lease #79-0261)
LESSEE:	Peggy L. Spears
RECORDING DATA:	Book 59, Page 137
DESCRIPTION:	All of Section 36-30N-106W, 6th P.M.

Executed on this 16th day of June, 1988.

OXY USA INC.

By _____
Ellis D. Orendorff, Attorney-in-Fact

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 16th day of June, 1988, by Ellis D. Orendorff, as Attorney-in-Fact, for OXY USA INC.

Witness my hand and official seal.

My Commission Expires:

February 11, 1991

_____
Sharon K. Kruse, Notary Public

NOTARIAL SEAL PUBLIC IN AND FOR OSAGE COUNTY, STATE OF OKLAHOMA TULSA COUNTY, OKLA.

224528

RECORDED May 15 AD 89 2:10 PM
IN BOOK 83 O&G PAGE 16
FEES $4.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

[redacted] [redacted] [redacted]

RTMENT OF THE INTERIOR
AU OF LAND MANAGEMENT

89 MAY -3 AM 9:30

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Ten and 00/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Carpenter & Sons, Inc. - 330 S. Center, Suite 402, Casper, Wyoming 82601, as Assignor, does hereby sell, assign and set over unto Brice G. Carpenter 330 So. Center, Suite 402, Casper, Wyoming 82601, Assignee, as an overriding royalty free and clear of all costs of production, an undivided .50% of 8/8ths of all oil and gas and other minerals which may be produced and saved under and pursuant to those Federal Oil and Gas Leases more fully described on Exhibit "A" attached hereto and made a part hereof, or any extensions thereof, covering lands in the County of Sublette State of Wyoming.

In the event any Lease or Leases cover less than a full and undivided interest, then the Overriding Royalty Interest conveyed herein shall be proportionately reduced on the Lease or Leases so affected. Said Overriding Royalty, which is set forth in the Assignment, shall be computed and paid on the same basis, in the same manner, at the same time and on the same products, substances and elements, as is the Royalty payable to the Lessor.

THIS ASSIGNMENT is made without covenants of warranty, either express or implied.

EXECUTED THIS 1st day of May, 19 89.

Carpenter & Sons, Inc.

Brice G. Carpenter
Brice G. Carpenter, President

Attest: Don G. Carpenter
Don G. Carpenter, Secretary

****

State of WYOMING)
County of NATRONA) ss.

ACKNOWLEDGEMENT
(For use by Corporation)

On this 1st day of May, A. D., 19 89, before me personally appeared Brice G. Carpenter, to me personally known, who, being by me duly sworn did say that he is the President of Carpenter & Sons, 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 Brice G. Carpenter acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st day of May A.D., 19 89.

224540

Mary Jo Pekuri
Notary Public

MARY JO PEKURI - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Dec. 5, 1990

(Seal)

My Commission expires:

RECORDED May 15 [illegible] M
IN BOOK 83 Oil PAGE 17
FEES 6.00 Mary L. Lafford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kay

EXHIBIT "A"

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY -3 AM 9:30

RECEIVED
CHEYENNE, WYOMING

STATE OF: WYOMING
COUNTY OF: SUBLETTE

PAGE: 1 of 1
ATTACHED TO: Assignment of ORRI
BETWEEN: Carpenter & Sons, Inc.
and Brice G. Carpenter
DATED: May 1, 1989

LEASE NUMBER	LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	DESCRIPTION	NET ACRES
W-104852	U.S.A.	Carpenter & Sons, Inc.	June 1, 1987	T. 31 N., R. 114 W. Sec. 25: NE¼NE¼ 26: All	680.00 m/l

18

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY -3 AM 9:00

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Ten (~~$10.00~~) Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Carpenter & Sons, Inc. - 330 S. Center, Suite 402, Casper, Wyoming 82601, as Assignor, does hereby sell, assign and set over unto Brice G. Carpenter 330 So. Center, Suite 402, Casper, Wyoming 82601, Assignee, as an overriding royalty free and clear of all costs of production, an undivided .50% of 8/8ths of all oil and gas and other minerals which may be produced and saved under and pursuant to those Federal Oil and Gas Leases more fully described on Exhibit "A" attached hereto and made a part hereof, or any extensions thereof, covering lands in the County of Sublette State of Wyoming.

In the event any Lease or Leases cover less than a full and undivided interest, then the Overriding Royalty Interest conveyed herein shall be proportionately reduced on the Lease or Leases so affected. Said Overriding Royalty, which is set forth in the Assignment, shall be computed and paid on the same basis, in the same manner, at the same time and on the same products, substances and elements, as is the Royalty payable to the Lessor.

THIS ASSIGNMENT is made without covenants of warranty, either express or implied.

EXECUTED THIS 1st day of May, 19 89.

Carpenter & Sons, Inc.

Brice G Carpenter
Brice G. Carpenter, President

Attest: Don G. Carpenter

****

State of WYOMING)
County of NATRONA) ss.

ACKNOWLEDGEMENT
(For use by Corporation)

On this 1st day of May, A. D., 19 89, before me personally appeared Brice G. Carpenter, to me personally known, who, being by me duly sworn did say that he is the President of Carpenter & Sons, 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 Brice G. Carpenter acknowledged said instrument to be the free act and deed of said corporation.

224541

Witness my hand and seal this 1st day of May, A.D., 19 89.

MARY JO PEKURI - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 5, 1989

Mary Jo Pekuri
Notary Public

(Seal)

My Commission expires:

RECORDED May 15 1989 3:00
IN BOOK 83 016 PAGE 19
FEES 6.00 Mary L. Campbell COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

EXHIBIT "A"

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY -3 AM 9:30

RECEIVED
CHEYENNE, WYOMING

STATE OF: WYOMING
COUNTY OF: SUBLETTE

PAGE: 1 of 1
ATTACHED TO: Assignment of ORRI
BETWEEN: Carpenter & Sons, Inc. and Brice G. Carpenter
DATED: May 1, 1989

LEASE NUMBER	LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	DESCRIPTION	NET ACRES
[redacted]	U.S.A.	Carpenter & Sons, Inc.	Oct. 1, 1986	T. 33 N., R. 114 W. Sec. 25: All	640.00 m/l

20

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB No. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
W-54137

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* STOVALL OIL COMPANY
   Street P.O. Box 2331
   City, State, ZIP Code Casper, Wyoming 82602

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 33: NW4SW4 Limited in depth from the surface of the earth to the stratigraphic equivalent of a depth of 10,044 feet as encountered in the Federal 30-33 Well, located in the SW4 of said Section 33. containing 40.00 acres, more or less Sublette County, Wyoming	2.354509%	.470902%	1.883607%	-0-	5.00%

224570

RECORDED May 17 1989 10:00 A M
IN BOOK 83 O&G PAGE 21
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective MAY 01 1989

By /s/ David A. Pomerinke (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
MAY 12 1989 (Date)

For Assignee

Tear

PART C: GENERAL INSTRUCTIONS

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer. payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit

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 oil and gas geothermal lease transfer application

1. AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

2. PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

(Continued) ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed

This Transfer is made effective May 1, 1987, at payout of the Federal #30-33 Well, under the terms of the Farmout Agreement dated 10-1-83, by and between

STATE OF MONTANA

COUNTY OF SILVER BOW

On this 29th day of March, 1989, before me appeared R. P. Madison, to me personally known, who, being duly sworn, did say that he is President of North American Resources Company, Inc. and that the foregoing instrument was executed by him as such President by authority of its Board of Directors, and said R. P. Madison acknowledged the excecution 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: 11-17-89

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of March, 1989

NORTH AMERICAN RESOURCES COMPANY, INC.

Name of Transferor — Please type or print

Transferor R P Madison, (Signature) President

ATTEST: Sharon Green, (Signature) Assistant Secretary

16 [illegible] (Transferor's Address)

Butte, Montana 59701

(City) (State) (Zip Code)

Executed this 26th day of April, 1989

STOVALL OIL COMPANY

Transferee B J Stovall

or B. J. Stovall, (Signature) Partner

Attorney-in-fact

(Signature)

ATTEST:

Title 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

Form 3000-3a
(June 1988)

UNI[redacted]TES
DEPARTMENT [redacted]HE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]PROVED
[redacted]004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
W-54137

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Stovall Oil Company
P.O. Box 2331
Casper, WY 82602

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 33: NW¼SW¼ Limited in depth from the surface of the earth to the stratigraphic equivalent of a depth of 10,044 feet as encountered in the Federal 30-33 well, located in the SW¼ of said Section 33. Containing 40.0 acres, more or less. Sublette County, Wyoming *Although 7.0% in overriding royalties are outstanding, Transferee is only subject to 5.0%.	.545491	.109098	.436393	NONE	7.0*

224571

RECORDED May 17 1989 10:00 A M
IN BOOK 83 of G PAGE 23
FEES $6.00 Mary E. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective MAY 0 1 1989

By **/s/ David A. Pomerinke** (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

MAY 1 2 1989 (Date)

For Assignee

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

This information is being collected pursuant to the law.

This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3 Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

W-54137

A C K N O W L E D G M E N T

State of Minnesota)
) SS.
County of Hennepin)

The foregoing instrument was acknowledged before me this 20th day of April, 1989, by David E. Kelm, the president of Dakel Operating Co., the Managing General Partner of GCIL III Limited Partnership.

Witness my hand and official seal.

Jan. 20, 1991
My Commission Expires

PATRICIA M. EIKOS
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
MY COMM. EXPIRES JAN. 20 1991

Patricia M. Eikos
Notary Public
Residing at Box 2187 Loop Station
Minneapolis, MN 55402

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of April, 19 89

Name of Transferor GCIL III Limited Partnership
Please type or print

Transferor or Attorney-in-fact By: David E. Kelm, President, Dakel Operating Co., as Managing General Partner
(Signature)

P.O. Box 2187, Loop Station
(Transferor's Address)

Minneapolis, MN 55402
(City) (State) (Zip Code)

Executed this 26th day of April, 19 89

Transferee or Attorney-in-fact Stovall Oil Company
B. J. Stovall, Partner
(Signature)

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

[redacted] [redacted] [redacted]

WY-26101A

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-44806

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Thermal Exploration, Inc.
   Street 815 Mercer Street, P.O. Box 1869
   City, State, ZIP Code Seattle, WA 98111

- *If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West Section 21: SW/4NW/4 Containing 40.00 acres, more or less, in Sublette County, Wyoming 224595	19.85295%	19.85295%	0	0	1.5%

RECORDED May 19 1989 10:00 A M
IN BOOK 83 O&G PAGE 25
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands:

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

The Assignor, Interex, Inc. for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, and set over unto the Assignee, Thermal Exploration, Inc., the herein described interests to be effective the 1st day of July 1986. Assignor does hereby further assign and transfer all its right, title and interest in any personal property, equipment, fixtures, pipelines or gathering lines associated with the development and/or production of oil and gas from the above described lease.

This Assignment and Conveyance is made free and clear of all liens and encumbrances created by Assignor and Assignor does hereby warrant and defend title to the Assigned Interest to the Assignee, its successors and assigns, against every person lawfully claiming, or to claim the Assigned Interest, or any part thereof, by, through or under Assignor.

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 1st day of May, 1989, before me, the undersigned Notary Public for this state, personally appeared Jeffrey K. Lebens known to me to be the Authorized Agent of Interex, Inc. and acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires 6/21/92
Residing at Boise

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 5 th day of May, 19 89

Name of Assignor, as shown on current lease Interex, Inc.
Please type or print

Assignor or Attorney-in-fact Jeffrey K. Lebens (Signature) Authorized Agent

(Signature)

555 South Cole Road, P.O. Box 7608
(Assignor's Address)

Boise, Idaho 83707
(City) (State) (Zip Code)

Executed this 5th day of May, 1989

Assignee or Attorney-in-fact Keith E. Anderson (Signature) President
Thermal Exploration, Inc.
(Signature)

Title 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.

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPROVED
OMB No. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-1329

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050456-000 (1426-004)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 36: Lots 3, 4, NE/4, N/2SE/4 Sublette County, Wyoming Containing 321.29 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed		None	--	--

224602

RECORDED May 19 1989 2:10 P M
IN BOOK 83 O & G PAGE 27
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law
2. This information will be used to create and maintain a record of oil and gas geothermal lease activity
3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No 1, if needed, or for Land Description in Item No. 2 if needed

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

Transferee or Attorney-in-fact _____ (Signature)
J. WAYNE ACHEE (Signature)

Title 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 repr[redacted] as to any matter within its jurisdiction.

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-1329

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.255084815% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.260981157% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.130445222% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.173987438% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.347974876% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.695949752% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

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

MAY 10 1989
BUREAU OF LAND MANAGEMENT

30

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-817

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050461-000 (1426-009)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 9: W/2SE/4 Sublette County, Wyoming Containing 80.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed		None	--	--

224603

RECORDED May 19 '89 2:10 P
IN BOOK 83 O&G PAGE 30
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Pixley

CERTIFIED
to be a true and comparative copy of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease: e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] on approval of a transfer of operating rights (sublea[redacted]see is responsible for all lease obligations under the lease rights tr[redacted] the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

Transferee or Attorney-in-fact _____ (Signature)
DWAYNE ACHEE (Signature)

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-817

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.297629188% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.304432660% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.152216330% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.203015582% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.4059404 51% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.811971615% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 1 C 1
BUREAU OF LAND MANAGEMENT

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0266371

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050462-000 (1426-010)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Tract 1: Section 14: SE/4 Tract 2: Section 14: SW/4 Tract 2: Section 15: SE/4, N/2SW/4, SE/4SW/4 Sublette County, Wyoming Containing 600.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed		None	--	--

224604

RECORDED May 19 1989 2:20 P M
IN BOOK 83 O&G PAGE 33
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Mona Riley

CERTIFIED
to be a true and comperative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column e, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____
(Signature)
or Agent and Attorney-in-fact D. Weaver
(Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 044100

Transferee _____
(Signature)
or Attorney-in-fact J Wayne Achee
WAYNE ACHEE (Signature)

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0266371

ZONE 1:
All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 5:
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.

ZONE 6:
All formations below the base of Zone 5.

ZONE	PERCENT OF INTEREST OWNED AND CONVEYED	
	TRACT 1	TRACT 2
1	.595258377% of 8/8ths ORRI	.595258377% of 8/8ths ORRI
2	.595258377% of 8/8ths ORRI	.304432660% of 8/8ths ORRI
3	.595258377% of 8/8ths ORRI	.152216330% of 8/8ths ORRI
4	.793738312% of 8/8ths ORRI	.203015582% of 8/8ths ORRI
5	.793738312% of 8/8ths ORRI	.405940451% of 8/8ths ORRI
6	1.587476625% of 8/8ths ORRI	.811971615% of 8/8ths ORRI

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0318403

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Hoback III Prospect
0050467-000

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☑ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☑ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 35: Lots 3, 4, NE¼, N½SE¼ Containing 325.19 acres, more or less Sublette County, Wyoming	.6% of 8/8ths	.6% of 8/8ths	-0-	-	-

224605

RECORDED May 19 1989 2:20 PM
IN BOOK 83 O&G PAGE 36
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20[redacted]nn b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease right[redacted]d to the sublessee.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor Enron Oil & Gas Company
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

BLM NO. 06500

EXXON CORPORATION

Transferee or Attorney-in-fact _____ (Signature)
J Wayne Achee (Signature)
WAYNE ACHEE

Title 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.

38

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0318403

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050467-000 (1426-015)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 35: Lots 3, 4, NE/4, N/2SE/4 Sublette County, Wyoming Containing 325.19 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224606

RECORDED May 19 1989 2:30 P M
IN BOOK 83 of G PAGE 38
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

CERTIFIED
to be a true and comperative copy
of the official records on file
MAY 19 1989
SUBLETTE COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted] 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease) [redacted] for all lease obligations under the lease rights tra[redacted] the sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0318403

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.272138850% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.2783980044% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.139153665% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.185598695% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.371197391% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.742394782% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

[redacted]

Form 3000-3a
(June 1988)

[redacted] TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] PROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0320387-A

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Hoback III Prospect
0050468-000

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 35: Lots 1, 2, NW¼, N½SW¼ Containing 325.25 acres, more or less Sublette County, Wyoming	.6% of 8/8ths	.6% of 8/8ths	-0-	-	-

224607

RECORDED May 19 1989 2:30 PM
IN BOOK 83 O & G PAGE 41
FEES $6.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Joan Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law.

2 This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89,
but made effective as of January 1, 1989.

Name of Transferor Enron Oil & Gas Company
Please type or print

Transferor _____ (Signature)

Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

BLM [illegible]00

EXXON CORPORATION

Transferee _____

or

Attorney-in-fact J Wayne Richee (Signature)
J WAYNE RICHEE

Title 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 re[redacted]s as to any matter within its jurisdiction.

[redacted] [redacted]

Form 3000-3a
(June 1988)

[redacted] UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] PROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0320387-A

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050468-000 (1426-016)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 35: Lots 1, 2, NW/4, N/2SW/4 Sublette County, Wyoming Containing 325.25 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed		None	--	--

224608

RECORDED May 19 1989 2:30 PM
IN BOOK 83 O & G PAGE 43
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

CERTIFIED
to be a true and comperative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY--DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
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8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

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2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.
3. Response to this request is required to obtain benefit

NOTICE

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ROUTINE USES:

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(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

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Tear — Tear

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I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Lehee (Signature)

J. WAYNE LEHEE

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Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0320387-A

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.272138850% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.2783980442% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.139153665% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.185598695% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
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.742394782% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

46

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0322611

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050455-000 (1426-003)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Tract 1: Section 15: SW/4SW/4 Tract 2: Section 22: All Tract 2: Section 23: W/2 Sublette County, Wyoming Containing 1,000.00 acres, more or less 224610	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	--

RECORDED May 19 1989 3:00 P M
IN BOOK 83 OF G PAGE 46
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Maureen Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease, e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted], 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] approval of a transfer of operating rights (sublease) [redacted]ee is responsible for all lease obligations under the lease rights tran[redacted]e sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1 This information is being collected pursuant to the law.

2 This information will be used to create and maintain a record of oil and gas geothermal lease activity

3 Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1 The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2 Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3 Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXX[redacted]ORATION

BLM: [redacted]100

Transferee _____ (Signature)
or
Attorney-in-fact J Wayne Achee (Signature)
WAYNE ACHEE

Title 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

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0322611

ZONE 1:
All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 5:
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.

ZONE 6:
All formations below the base of Zone 5.

ZONE	PERCENT OF INTEREST OWNED AND CONVEYED	
	TRACT 1	TRACT 2
1	.850433906% of 8/8ths ORRI	.850433906% of 8/8ths ORRI
2	.434968595% of 8/8ths ORRI	.850433906% of 8/8ths ORRI
3	.217438941% of 8/8ths ORRI	.850433906% of 8/8ths ORRI
4	.290009301% of 8/8ths ORRI	1.133911875% of 8/8ths ORRI
5	.579927889% of 8/8ths ORRI	1.133911875% of 8/8ths ORRI
6	1.159946491% of 8/8ths ORRI	2.267823750% of 8/8ths ORRI

Form 3000-3e
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0266346-A

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050464-000 (1426-012)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 9: E/2E/2 Section 10: SW/4 Sublette County, Wyoming Containing 320.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224611

RECORDED May 19 1989 3:20 PM
IN BOOK 83 O&G PAGE 49
FEES $8.00 Mary E. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marilyn Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89,
but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0266346-A

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.297629188% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.304432660% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.152216330% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.203015582% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.4059404 51% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.811971615% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

52

Form 3000-3a
June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0318401

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050465-000 (1426-013)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 15: NE/4 Sublette County, Wyoming Containing 160.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	--

224612

RECORDED May 19 1989 3:20 P.M.
IN BOOK 83 O&G PAGE 52
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 16 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

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7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease) [redacted] ble for all lease obligations under the lease rights t[redacted] the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit.

NOTICE

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AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. [illegible]00

Transferee or Attorney-in-fact _____ (Signature)
J Wayne Achee (Signature)
J WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0318401

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.595258377% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.304432660% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.152216330% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.203015582% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.4059404 51% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.811971615% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0320387

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050473-000 (1426-021)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 34: Lots 1, 2, 3, 4, N/2, N/2S/2 Sublette County, Wyoming Containing 644.16 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed		None	--	--

224613

RECORDED May 19 1989 3:30 P M
IN BOOK 83 OIG PAGE 55
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located. (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____
(Signature)

or Agent and Attorney-in-fact _____
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. [illegible]

Transferee _____
(Signature)

or Attorney-in-fact _____
J. WAYNE ACHEE (Signature)

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0320387

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
0% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
0% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.168544661% of 8/8ths ORRI	ALTERNATE ZONE 2A: All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.084272330% of 8/8ths ORRI	ZONE 3: All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.112393345% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.224695977% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.449482667% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

58

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0318400

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050463-000 (1426-011)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Tract 1: Section 10: SE/4 Section 11: SW/4 Tract 2: Section 11: SE/4 Tract 3: Section 14: NE/4 Tract 4: Section 14: NW/4 224614 Sublette County, Wyoming Containing 800.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

RECORDED May 19 1989 3:30 PM
IN BOOK 83 O & G PAGE 58
FEES Bee May L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

By Mare Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted], 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. [redacted]on approval of a transfer of operating rights (sublease[redacted]sublessee is responsible for all lease obligations under the lease rights tra[redacted] the sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J Wayne Achee (Signature)
WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0318400

ZONE 1:
All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 5:
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.

ZONE 6:
All formations below the base of Zone 5.

ZONE	PERCENT OF INTEREST OWNED AND CONVEYED			
	TRACT 1	TRACT 2	TRACT 3	TRACT 4
ZONE 1	.297629188% of 8/8ths ORRI	.297629188% of 8/8ths ORRI	.595258377% of 8/8ths ORRI	.595258377% of 8/8ths ORRI
ZONE 2	.304432660% of 8/8ths ORRI	.595258377% of 8/8ths ORRI	.595258377% of 8/8ths ORRI	.304432660% of 8/8ths ORRI
ZONE 3	.152216330% of 8/8ths ORRI	.595258377% of 8/8ths ORRI	.595258377% of 8/8ths ORRI	.152216330% of 8/8ths ORRI
ZONE 4	.203015582% of 8/8ths ORRI	.793738312% of 8/8ths ORRI	.793738312% of 8/8ths ORRI	.203015582% of 8/8ths ORRI
ZONE 5	.405940451% of 8/8ths ORRI	.793738312% of 8/8ths ORRI	.793738312% of 8/8ths ORRI	.405940451% of 8/8ths ORRI
ZONE 6	.811971615% of 8/8ths ORRI	1.587476625% of 8/8ths ORRI	1.587476625% of 8/8ths ORRI	.811971615% of of 8/8ths ORRI

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-36058

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050478-000 (1426-026)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 21: E/2 Section 27: SW/4SW/4 Sublette County, Wyoming Containing 360.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224615

RECORDED May 19 1989 3:3? P M
IN BOOK 83 O1G PAGE 61
FEES $8.00 Mary L. Lou Ford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located. (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee or Attorney-in-fact J. WAYNE ACHEE (Signature)

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-36058

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
0% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
0% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.299080596% of 8/8ths ORRI	ALTERNATE ZONE 2A: All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.149494941% of 8/8ths ORRI	ZONE 3: All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.199387064% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.398683415% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.797457543% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

64

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-2702

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050477-000 (1426-025)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 28: E/2 Sublette County, Wyoming Containing 320.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224616

RECORDED May 19 AD 89 3:30 P
IN BOOK 83 of G PAGE 64
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mare Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] n b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

* [redacted] pon approval of a transfer of operating rights (sublea[redacted] ble for all lease obligations under the lease rights t[redacted] the sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066:00

Transferee _____ (Signature)
or
Attorney-in-fact J Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-2702

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
0% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
0% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.168544661% of 8/8ths ORRI	ALTERNATE ZONE 2A: All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.084272330% of 8/8ths ORRI	ZONE 3: All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.112393345% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.224695977% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.449482667% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-1333

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050476-000 (1426-024)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 22: All Section 27: N/2, N/2SW/4, SE/4SW/4, SE/4 Sublette County, Wyoming Containing 1,240.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	--

224617

RECORDED May 19 1989 3:40 PM
IN BOOK 83 OG PAGE 67
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

67

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law

2 This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-1333

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
0% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
0% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.168544661% of 8/8ths ORRI	ALTERNATE ZONE 2A: All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.084272330% of 8/8ths ORRI	ZONE 3: All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.112393345% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.224695977% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.449482667% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-1334

0050475-000 (1426-023)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 23: All Section 26: All Sublette County, Wyoming Containing 1,280.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224618

RECORDED May 19 1989 3:40 P M
IN BOOK 83 O&G PAGE 70
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease: e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] on approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights [redacted] the sublessor.

PAPERWORK R[redacted] ACT STATEMENT

1 This information is being collected pursuant to the law.

2 This information will be used to create and maintain a record of oil and gas/ geothermal lease activity.

3 Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver
P.O. Box 1188
(Transferor's Address)
Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89
EXXON CORPORATION BLM NO. 066100

Transferee or Attorney-in-fact _____ (Signature)
J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-1334

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
0% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
0% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.1685446 61% of 8/8ths ORRI	ALTERNATE ZONE 2A: All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.084272330% of 8/8ths ORRI	ZONE 3: All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.112393345% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.224695977% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.449482667% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

[redacted]

Form 3000-3e
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNIT[redacted]TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]ROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0289523

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050469-000 (1426-017)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Tract 1: Section 2: Lots 5, 6, 7, 8, S/2 Tract 1: Section 11: N/2 Tract 2: Section 3: Lots 5, 6, 7, 8, S/2 Tract 2: Section 10: N/2 Sublette County, Wyoming Containing 1,543.81 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224619

RECORDED May 19 19 89 3:40 PM
IN BOOK 83 O & G PAGE 73
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3 Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____

or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____

or Attorney-in-fact _____ (Signature)
J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0289523

ZONE 1:
All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 5:
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.

ZONE 6:
All formations below the base of Zone 5.

ZONE	PERCENT OF INTEREST OWNED AND CONVEYED	
	TRACT 1	TRACT 2
1	.212631154% of 8/8ths ORRI	.212631154% of 8/8ths ORRI
2	.425171596% of 8/8ths ORRI	.217438941% of 8/8ths ORRI
3	.425171596% of 8/8ths ORRI	.108764827% of 8/8ths ORRI
4	.566955937% of 8/8ths ORRI	.144959294% of 8/8ths ORRI
5	.566955937% of 8/8ths ORRI	.290009301% of 8/8ths ORRI
6	1.133911875% of 8/8ths ORRI	.579927889% of 8/8ths ORRI

76

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0315726

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050470-000 (1426-018)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 4: Lots 7, 8, SE/4 Sublette County, Wyoming Containing 227.05 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--

224620

RECORDED May 19 1989 3:45 PM
IN BOOK 83 O & G PAGE 76
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 2[redacted]m b, 5% in column c, and 15% in column d. [redacted]

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease right[redacted]d to the sublessee.

PAPERWORK R[redacted] ACT STATEMENT [redacted] [redacted]

1. This information is being collected pursuant to the law

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee or Attorney-in-fact J. Wayne Acheson (Signature)
J. WAYNE ACHESON (Signature)

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0315726

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.297629188% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.304432660% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.152216330% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.203015582% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.4059404 51% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.811971615% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

[redacted]

Form 3000-3a
June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] PROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-29933

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050471-000 (1426-019)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 4: Lot 5 Sublette County, Wyoming Containing 32.87 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224622

RECORDED May 19 1989 4:00 P M
IN BOOK 83 Of G PAGE 79
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 19 1989
BY Mullaboo
EURE: [illegible]

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

79

80

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law.

2 This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1 The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2 Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3 Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact _____
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 1989

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)

or Attorney-in-fact J Wayne Achee (Signature)
J. WAYNE ACHEE

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-29933

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.127542407% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.130445222% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.065222611% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.086993719% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.173987438% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.347974876% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-0325131

0050474-000 (1426-022)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 25: W/2 Sublette County, Wyoming Containing 320.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--

224623

RECORDED May 19 19 89 4:00 P M
IN BOOK 83 O&G PAGE 82
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 16 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in [illegible] e.g., If transferor transfers one quarter of a 20% interest, enter 20 [illegible] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[illegible] pon approval of a transfer of operating rights (suble[illegible]lessee is responsible for all lease obligations under the lease rights [illegible] the sublessee.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. [illegible]

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0325131

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
0% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
0% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.168544661% of 8/8ths ORRI	ALTERNATE ZONE 2A: All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.084272330% of 8/8ths ORRI	ZONE 3: All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.112393345% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.224695977% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.449482667% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

[redacted] [redacted] [redacted]

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-45878

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050472-000 (1426-020)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 4: Lot 6, SW/4 Sublette County, Wyoming Containing 192.92 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed		None	--	--

224624

RECORDED May 19 1989 4:00 P M
IN BOOK 83 016 PAGE 85
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comperative copy
of the official records on file
MAY 16 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law

2 This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3 Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1 The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2 Transferee certifies as follows. (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3 Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)
P.O. Box 1188
(Transferor's Address)
Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 006100

Transferee or Attorney-in-fact _____ (Signature)
J Wayne Achee (Signature)
WAYNE ACHEE

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

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-45878

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.127542407% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.130445222% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.065222611% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.086993719% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.173987438% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.347974876% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:4

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-5700

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050459-000 (1426-007)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 16: SW/4 Sublette County, Wyoming Containing 160.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224625

RECORDED May 19 '89 4:00 PM
IN BOOK 83 O&G PAGE 88
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in [redacted] g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] on approval of a transfer of operating rights (sublea[redacted]ssee is responsible for all lease obligations under the lease rights tr[redacted] the sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact _____ (Signature)

D. Weaver

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. [illegible]100

Transferee _____ (Signature)

or Attorney-in-fact J Wayne Achee (Signature)

WAYNE ACHEE

Title 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.

89

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-5700

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.850433906% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.850433906% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.850433906% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
1.133911875% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
1.133911875% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
2.26782375% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-2701

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050466-000 (1426-014)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Tract 1: Section 8: NE/4 Tract 2: Section 9: W/2NE/4, W/2 Sublette County, Wyoming Containing 560.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224626

RECORDED May 19 1989 4:00 P M
IN BOOK 83 016 PAGE 91
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 16 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. C56100

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-2701

ZONE 1:
All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 3:
All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 5:
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.

ZONE 6:
All formations below the base of Zone 5.

ALTERNATE ZONE 2A:
All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE	PERCENT OF INTEREST OWNED AND CONVEYED	
	TRACT 1	TRACT 2
1	0% of 8/8ths ORRI	.297629188% of 8/8ths ORRI
2	0% of 8/8ths ORRI	.304432660% of 8/8ths ORRI
2A	.304432660% of 8/8ths ORRI	N/A
3	.152216330% of 8/8ths ORRI	.152216330% of 8/8ths ORRI
4	.203015582% of 8/8ths ORRI	.203015582% of 8/8ths ORRI
5	.4059940451% of 8/8ths ORRI	.4059940451% of 8/8ths ORRI
6	.811971615% of 8/8ths ORRI	.811971615% of 8/8ths ORRI

94

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-1335

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050457-000 (1426-005)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Section 36: Lots 1, 2, NW/4, N/2SW/4 Sublette County, Wyoming Containing 323.87 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224627

RECORDED May 19 1989 4:00 P M
IN BOOK 83 O/G PAGE 94
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20 [redacted] n b, 5% in column c, and 15% in column d. [redacted]

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights [redacted] to the sublessee.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY

Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188 (Transferor's Address)

Houston, Texas 77251-1188 (City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM [illegible]00

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Achee (Signature)

J. WAYNE ACHEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-1335

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.297629188% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.304432660% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.152216330% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.203015582% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.4059404 51% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.811971615% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

3000-3a
(ne 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNI[redacted]TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]PROVED
OMB No. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0323140

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050460-000 (1426-008)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 15: NW/4 Sublette County, Wyoming Containing 160.00 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224628

RECORDED May 19 19 89 9:10 AM
IN BOOK 83 OF 6 PAGE 97
FEES $8.00 Mary L. LeGford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.
2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)
6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.
7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.
8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

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2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit

NOTICE

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AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact _____ (Signature)
D. Weaver

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee _____ (Signature)

or Attorney-in-fact _____ (Signature)
J. WAYNE AGNEE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-0323140

PERCENT OF INTEREST OWNED AND CONVEYED	ZONE
.595258377% of 8/8ths ORRI	ZONE 1: All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.
.304432660% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.152216330% of 8/8ths ORRI	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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.203015582% of 8/8ths ORRI	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 of Section 35, Township 29 North, Range 115 West, 6th P.M.
.405940451% of 8/8ths ORRI	ZONE 5: All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.
.811971615% of 8/8ths ORRI	ZONE 6: All formations below the base of Zone 5.

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0320844

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050454-000 (1414-026)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 33: NW/4NW/4 Sublette County, Wyoming Containing 40.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	7.00% of 8/8ths ORRI	7.00% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 1 6 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective 224629

By _____
(Authorized Officer)

RECORDED May 19 AD 89 4:10 PM
IN BOOK 83 OF G PAGE 100
FEES $.6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

(Title) By. mary Riley (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted] 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

Upon approval of a transfer of operating rights (sublease), [redacted] for all lease obligations under the lease rights tran[redacted] sublessee.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066:00

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Achee (Signature)

J. WAYNE ACHEE

Title 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.

102

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-2121

0050426-000 (1380-007)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 28: SW/4NE/4 Sublette County, Wyoming Containing 40.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	5.00% of 8/8ths ORRI	5.00% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 19 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

224630

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:10 P M
IN BOOK 83 OF G PAGE 102
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: Mary Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease) the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/ geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)
or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

104

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-2120

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050425-000 (1380-006)

CERTIFIED
to be a true and comperative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   - City, State, ZIP Code

Exxon Corporation
P.O. Box 2305
Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Tract I: Township 28 North, Range 114 West, 6th P.M. Section 15: SW/4 Section 22: SW/4 Sublette County, Wyoming Containing 320.00 acres, more or less	Tract I: 2.242% of 8/8ths ORRI	2.242% of 8/8ths ORRI	None	--	--
Tract II: Township 28 North, Range 114 West, 6th P.M. Section 15: NW/4 Sublette County, Wyoming Containing 160.00 acres, more or less	Tract II: 4.484% of 8/8ths ORRI	4.484% of 8/8ths ORRI	None	--	--

This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224631

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:15 P M
IN BOOK 83 O&G PAGE 104
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: mon Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20 [redacted] n b, 5% in column c, and 15% in column d. [redacted]

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (subl[redacted]se) the sublessee is responsible for all lease obligations under the lease rights [redacted] to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law

2 This information will be used to create and maintain a record of oil and gas geothermal lease activity

3 Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

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Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 044100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

106

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-11603

0050422-000 (1380-003)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 21: E/2 Sublette County, Wyoming Containing 320.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	3.00% of 8/8ths ORRI	3.00% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224632

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:15 PM
IN BOOK 83 O&G PAGE 106
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: mar Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted], 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease) [redacted] for all lease obligations under the lease rights tra[redacted] the sublessee.

PAPERWORK R [redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. C66100

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

108

Form 3000-3a
(June 1985)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.
W-20038

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050421-000 (1380-002)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 28: E/2NE/4, NW/4NE/4, NW/4SE/4 Sublette County, Wyoming Containing 160.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	3.50% of 8/8ths ORRI	3.50% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 19 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224633

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19, 1989 AT 4:45 P M
IN BOOK 83 O & G PAGE 108
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: mar Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease: e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights [redacted] to the sublessee.

PAPERWORK [redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

110

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 MAY 10 AM 9:47
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-05691

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050335-000 (1250-006)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 114 West, 6th P.M. Section 5: Lots 5, 6 Sublette County, Wyoming Containing 53.29 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	2.25% of 8/8ths ORRI	2.25% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 1 C 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224634

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:15 P M
IN BOOK 83 0&G PAGE 110
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: Jean Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted] 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] approval of a transfer of operating rights (sublease), [redacted] is responsible for all lease obligations under the lease rights transferred [redacted] sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)

J. WAYNE ACHEE

Title 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.

111

112

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-96756

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050342-000 (1250-013)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 33: SE/4 Section 34: N/2N/2, SW/4NW/4 Sublette County, Wyoming Containing 360.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	2.25% of 8/8ths ORRI	2.25% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 19 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

224635

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 AT 89 4:25 P M
IN BOOK 83 016 PAGE 112
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)

By: Mon Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease: e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted] b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] approval of a transfer of operating rights (sublease[redacted]ee is responsible for all lease obligations under the lease rights tran[redacted]e sublease.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066109

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

114

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-96755

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050341-000 (1250-012)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 27: SE/4 Sublette County, Wyoming Containing 160.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	7.50% of 8/8ths ORRI	7.50% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 16 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

224636

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:25 PM
IN BOOK 83 OIG PAGE 114
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: mary Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted] 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

* Upon approval of a transfer of operating rights (sublease), [redacted] is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3 Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 056100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

116

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-17208

0050025-000 (1065-015)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 32: Lots 16, 17, 18, 19, 20 Sublette County, Wyoming Containing 180.42 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	3.50% of 8/8ths ORRI	3.50% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224637

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:25 P M
IN BOOK 83 O&G PAGE 116
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By. Mary Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted], 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease) the sublessee is responsible for [redacted] for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

118

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-20039

0050024-000 (1065-014)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 33: SW/4NE/4 Sublette County, Wyoming Containing 40.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	3.50% of 8/8ths ORRI	3.50% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

224638

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective _____

_____
(Authorized Officer)

RECORDED May 19 1989 4:25 PM
IN BOOK 83 O&G PAGE 118
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE (Title) COUNTY, PINEDALE, WYOMING (Date)
By: mara Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies.

File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in co[redacted]% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. [redacted]pproval of a transfer of operating rights (sublease), t[redacted] is responsible for all lease obligations under the lease rights transfe[redacted]ublessee.

PAPERWORK P[redacted]N ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

120

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 MAY 10 AM 9:47
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-05689

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050023-000 (1065-002)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 33: S/2SW/4 Sublette County, Wyoming Containing 80.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,802 feet in the Fogarty Creek No. 11-24 well located in Section 24, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming	2.25% of 8/8ths ORRI	2.25% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224639

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 AD 89 4:45 P M
IN BOOK 83 016 PAGE 120
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)
By: mary Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease. e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted] 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] pproval of a transfer of operating rights (sublease), [redacted] is responsible for all lease obligations under the lease rights transferred in the sublease.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

122

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 MAY 10 AM 9

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-72405

0050338-000 (1250-009)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 114 West, 6th P.M. Section 9: W/2NW/4 Sublette County, Wyoming Containing 80.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top of 10,995 feet in the Graphite Unit No. 1 well in Section 16, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming	2.2812% of 8/8ths ORRI	2.2812% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224640

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective _____

_____
(Authorized Officer) (Title) (Date)

RECORDED May 19 AD 89 4:45 PM
IN BOOK 83 OG PAGE 122
FEES $6.00 Mary L. LaGrave
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

By: Mary Riley

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

A separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in [redacted]5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

* Upon approval of a transfer of operating rights (sublease), [redacted] is responsible for all lease obligations under the lease rights transferred [redacted] sublease.

PAPERWORK R[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)
or
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee _____ (Signature)
or
Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

- 124

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 MAY 10 AM 9: 47
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050332-000 (1250-001)

Lease Serial No.

W-05690

Type or print plainly in ink and sign in ink.

1. Transferee (Sublessee)* Exxon Corporation PART A: TRANSFER
Street P.O. Box 2305
City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests -	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 114 West, 6th P.M. Section 15: SW/4NW/4 Sublette County, Wyoming Containing 40.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top of 10,995 feet in the Graphite Unit No. 1 well in Section 16, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming	2.2812% of 8/8ths ORRI	2.2812% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 16 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

224642

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:50 PM
IN BOOK 83 of G PAGE 124
FEES $ 6.00 Mary C. Lankford COUNTY CLERK
SUBLETTE (Title) COUNTY, PINEDALE, WYOMING (State)
By: mary Kelly

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease: e.g., if transferor transfers one quarter of a 20% interest, enter 20[redacted]n b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease right[redacted]d to the sublessee.

PAPERWORK R[redacted]S ACT STATEMENT

1 This information is being collected pursuant to the law.

2 This information will be used to create and maintain a record of oil and gas/ geothermal lease activity

3 Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor or Agent and Attorney-in-fact _____ (Signature)
D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee or Attorney-in-fact _____ (Signature)
J. WAYNE RICHEE (Signature)

Title 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.

126

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 MAY 10 AM 9

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

EV-021954

0050336-000 (1250-007)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 114 West, 6th P.M. Section 22: NW/4NE/4 Sublette County, Wyoming Containing 40.00 acres, more or less This assignment is limited insofar and only insofar as to all depths, intervals, and formations below the top of the Gannett Formation, being the stratigraphic equivalent of a log top of 10,995 feet in the Graphite Unit No. 1 well in Section 16, Township 27 North, Range 114 West, 6th P.M., Sublette County, Wyoming	2.50% of 8/8ths ORRI	2.50% of 8/8ths ORRI	None	--	--

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

224643

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____
(Authorized Officer)

RECORDED May 19 1989 4:50 PM
IN BOOK 83 C&G PAGE 126
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
(Title) (Date)

By: Mary Ruby

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% [redacted], 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible [redacted] for all lease obligations under the lease rights transferred [redacted] the sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/ geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066[redacted]

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Richee (Signature)
J. WAYNE RICHEE

Title 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.

128

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-3852

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

0050458-000 (1426-006)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Exxon Corporation
   Street P.O. Box 2305
   City, State, ZIP Code Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 115 West, 6th P.M. Tract 1: Section 5: Lots 5, 6, SW/4 Tract 2: Section 5: Lots 7, 8, SE/4 Tract 3: Section 16: NE/4 Tract 4: Section 16: NW/4, SE/4 Sublette County, Wyoming Containing 932.22 acres, more or less	See Exhibit "A" attached for percent of interest owned and conveyed	None	--	--	

224644

RECORDED May 19 1989 4:50 PM
IN BOOK 83 01G PAGE 128
FEES $8.00 Mary L. Lahti COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By mary Ruby

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 25% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

PAPERWORK RE[redacted] ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April, 19 89, but made effective as of January 1, 1989.

Name of Transferor ENRON OIL & GAS COMPANY
Please type or print

Transferor _____ (Signature)

or Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

EXXON CORPORATION

BLM NO. 066100

Transferee _____ (Signature)

or Attorney-in-fact J. Wayne Ache (Signature)

J. WAYNE ACHE

Title 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.

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-3852

ZONE 1:
All formations from below the top of the Gannett Formation, being the stratigraphic equivalent of a log top at 9,630 feet as found in the Humble No. 2 Hoback II Unit well, located in Section 15, Township 28 North, Range 115 West, 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.

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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 3:
All formations from the base of Zone 2 (or Zone 2A) 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/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

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 of Section 35, Township 29 North, Range 115 West, 6th P.M.

ZONE 5:
All formations from the base of Zone 4 down to the base of the Mississippian-Madison Formation.

ZONE 6:
All formations below the base of Zone 5.

ALTERNATE ZONE 2A:
All formations 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 II Unit well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., down to the stratigraphic equivalent of 11,415 feet as measured in the Porcupine Creek Unit well located in the NE/4SW/4 of Section 35, Township 29 North, Range 115 West, 6th P.M.

EXHIBIT "A"
(Continued)

Attached to and made a part of that certain
Transfer of Overriding Royalty Interest dated April 19, 1989,
by and between Enron Oil & Gas Company, Transferor,
and Exxon Corporation, Transferee

W-3852

ZONE	PERCENT OF INTEREST OWNED AND CONVEYED			
	TRACT 1	TRACT 2	TRACT 3	TRACT 4
ZONE 1	0% of 8/8ths ORRI	.425171596% of 8/8ths ORRI	.850433906% of 8/8ths ORRI	.850433906% of 8/8ths ORRI
ZONE 2	0% of 8/8ths ORRI	.434968595% of 8/8ths ORRI	.434968595% of 8/8ths ORRI	.850433906% of 8/8ths ORRI
ZONE 2A	.434968595% of 8/8ths ORRI	N/A	N/A	N/A
ZONE 3	.217438941% of 8/8ths ORRI	.217438941% of 8/8ths ORRI	.217438941% of 8/8ths ORRI	.850433906% of 8/8ths ORRI
ZONE 4	.290009301% of 8/8ths ORRI	.290009301% of 8/8ths ORRI	.290009301% of 8/8ths ORRI	1.133911875% of 8/8ths ORRI
ZONE 5	.579927889% of 8/8ths ORRI	.579927889% of 8/8ths ORRI	.579927889% of 8/8ths ORRI	1.133911875% of 8/8ths ORRI
ZONE 6	1.159946491% of 8/8ths ORRI	1.159946491% of 8/8ths ORRI	1.159946491% of 8/8ths ORRI	2.26782375% of of 8/8ths ORRI

132

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 10 AM 9:47

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-0289523

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Hoback III Prospect
0050469-000

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Exxon Corporation
P.O. Box 2305
Houston, Texas 77252-2305

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 115 West, 6th P.M. Section 2: Lots 5, 6, 7, 8, S½ (All) Section 3: Lots 5, 6, 7, 8, S½ (All) Section 10: N½ Section 11: N½ 224645 Containing 1,543.81 acres, more or less Sublette County, Wyoming	2% of 8/8ths	2% of 8/8ths	-0-	-	-

RECORDED May 19 AT 89 4:55 P M
IN BOOK 83 OF G PAGE 132
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 10 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest [illegible]e; e.g., if transferor transfers one quarter of a 20 [illegible] interest, enter [illegible] in column b, 5% in column c, and 15% in column d. [illegible]

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), sublessee is responsible for all lease obligations under the lease rights [illegible]ed to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

This Assignment is made subject to that certain Agreement to Exchange Assets between Enron Oil & Gas Company and Exxon Corporation made effective January 1, 1989.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 19th day of April 19 89, but made effective as of January 1, 1989.

Name of Transferor Enron Oil & Gas Company
Please type or print

Transferor
Agent and Attorney-in-fact D. Weaver (Signature)

P.O. Box 1188
(Transferor's Address)

Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 4th day of May, 19 89

BLM [illegible]00

EXXON CORPORATION

Transferee or Attorney-in-fact J. Wayne Achee (Signature)
J. WAYNE ACHEE

Title 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.

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Dead Indian Dome Area

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil lease(s) recorded in SUBLETTE County, State of WYOMING :

Lessor	Date of Lease	Recorded Book	Page	Description (where necessary)
USA W-67811 (Lansdale) (99730-5)	06/01/79	76	630	T-31-N, R-113-W Sec. 9: ALL

WHEREAS, under the terms of said lease(s), Lessee is given the right at any time or times to release and surrender all or any portion of said lease(s) and thereafter be relieved of any and all obligations under said lease(s);

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor(s) named in said lease(s), their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement(s) of lease and all the rights thereunder or incident thereto.

DATED this 17th day of February, 1989.

Chevron U.S.A. Inc.

224654

By J. P. Harrington
Assistant Secretary

RECORDED May 22 19 89 1:00 P M
IN BOOK 83 of G PAGE 134
FEES $ 4.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF ~~COLORADO~~ California)
) SS
COUNTY OF ~~ARAPAHOE~~ Contra Costa)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared

J.P. HARRINGTON to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 17th day of February, 1989.

My commission expires:
September 29, 1989

Marcia D. Highfill
Notary Public

OFFICIAL SEAL
MARCIA D. HIGHFILL
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Sept. 29, 1989

ORIGINAL

[redacted] (D 7/85)

SUBLETTE COUNTY
WYOMING

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made this 3rd day of October, 1988, and is effective at 7:00 a.m., September 1, 1988 ("the Effective Date") by and between Amoco Production Company, a Delaware corporation with an office at 1670 Broadway, Denver, Colorado 80202, (herein called "Assignor"), and Wolverine Exploration Company, a Delaware corporation,successor by merger to American Quasar Petroleum Company of New Mexico, with an office at 400 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102 (herein called "Assignee").

W I T N E S S E T H:

Assignor in consideration of One Hundred Dollars ($100.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, all of the following:

A. All right, title and interest of Assignor in and to the oil and gas leases described on Exhibit "A" (attached hereto and made a part hereof for all purposes), insofar as said leases cover the lands which are specifically described in Exhibit "A" opposite the separate designation of each said lease, limited however, to the Madison formation only (the "Leases"); subject, however to any restrictions, exceptions, reservations, conditions, limitations, burdens, contracts, agreements and other matters applicable to such leases and interests;

B. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby, which are appurtenant to the Leases;

C. All right, title and interest of Assignor in, to and under, or derived from, all presently existing and valid oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, partnership agreements, rights of way easements, permits and surface leases and other contracts, agreements and instruments (the "Existing Agreements") insofar as the same relate to or affect the Leases;

All of the foregoing leases, interest, rights and properties described in paragraphs A through D, above, are herein called the "Properties".

To have and to hold the Properties forever from and after the Effective Date, subject to the following:

1. Assignee hereby assumes and agrees to perform and be bound by all provisions of the subject leases and all contractual duties and obligations of Assignor as owner of the Properties to the extent that the same are valid and subsisting on the Effective Date. Assignee shall, at its sole expense, comply with all laws, rules, regulations, orders and ordinances (collectively the "laws") of any governmental authority claiming jurisdiction over the Leases, including, but not limited to those laws pertaining to the abandonment of wells, the plugging of inactive wells and the restoration of the surface. Assignee shall protect, defend, indemnify, save and hold Assignor harmless from and against all costs, expenses, claims, demands, damages, liabilities, fines, attorney's fees, court costs and reasonable costs of investigation arising out of or attributable to the Leases, equipment, plugging requirements of Assignee's or other party's operations of the Leases.

224703

RECORDED May 24 1989 11:25A M
IN BOOK 83 O & G PAGE 135
FEES $ 9.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

2. Assignor and its successors and assigns shall warrant and forever defend the title of Assignee and its successors and assigns to the Properties subject to the Existing Agreements, against all persons claiming all or any part thereof or any interest therein, by, through, or under Assignor, but not otherwise. ASSIGNOR DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY, CONDITION, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY PERSONAL PROPERTY, FIXTURES, OR IMPROVEMENTS, ANY SUCH WARRANTY BEING HEREBY EXPRESSLY DENIED.

3. Assignor excepts and reserves all of its right, title and interest in an to all depths and formations other than the Madison formation, and reserves all property and rights not expressly assigned herein.

4. This assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

Executed as of the day and year first above written.

AMOCO PRODUCTION COMPANY

By: _____
Attorney in Fact

WYOMING

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

The foregoing instrument was acknowledged before me by R. H. Steinhour as Attorney-in-Fact for AMOCO PRODUCTION COMPANY, this 3rd day of October, 1988.

Witness my hand and official seal.

My Commission Expires:

August 6, 1992

_____
Notary Public
P. O. Box 800
Denver, Colorado 80201

RM825A/2

EXHIBIT "A"
TO THAT CERTAIN ASSIGNMENT AND BILL OF SALE
AMOCO PRODUCTION COMPANY, ASSIGNOR
WOLVERINE EXPLORATION COMPANY, ASSIGNEE
DATED OCTOBER 3, 1988

INTERESTS TO BE ASSIGNED TO WOLVERINE
EXPLORATION COMPANY AS TO THE MADISON
FORMATION IN SUBLETTE COUNTY, WYOMING

GOVERNMENT LEASE NO.	LEASE DATE	DESCRIPTION	AMOCO WORKING INTEREST	GROSS ACRES	NET ACRES	RECORDING INFORMATION
W-34473	6-1-72	T29N-R114W, 6TH P.M. SEC. 24: W/2NE/4, SW/4, N/2SE/4	100%	320.00	320.00	NOT RECORDED
W-38887	4-1-73	T29N-R114W, 6TH P.M. SEC. 4: LOT 4, S/2NE/4 SW/4NW/4, S/2 SEC. 5: LOTS 1, 2, 3, S/2N/2, S/2	50%	1,000.90	500.45	BOOK 52 PAGE 119
W-49633	4-1-75	T29N-R114W, 6TH P.M. SEC. 3: LOTS 1, 2, 3, 4, S/2N/2, SW/4 SEC. 4: LOTS 1, 2, 3, SE/4NW/4	100%	523.06	261.53	BOOK 51 PAGE 379
W-49635	4-1-75	T29N-R114W, 6TH P.M. SEC. 9: SW/4, N/2SE/4, SW/4SE/4 SEC. 15: W/2	100%	600.00	600.00	BOOK 51 PAGE 402
W-49636	4-1-75	T29N-R114W, 6TH P.M. SEC. 22: ALL SEC. 23: W/2 SEC. 27: N/2	100%	1,280.00	1,280.00	BOOK 51 PAGE 372
W-49637	4-1-75	T29N-R114W, 6TH P.M. SEC. 27: S/2	100%	320.00	320.00	BOOK 51 PAGE 386
BILLIE C. & HELEN MILLEG (H&W) LESSORS	2-19-81	T29N-R114W, 6TH P.M. SEC. 24: E/2NE/4	100%	80.00	80.00	BOOK 6166 PAGE 157
				4,123.96	3,361.98	

138

0050151-000

Form No. 4-1175
(July 1951)

With acreage changed to 46,080

Facsimile reproduction
Kimball Blue Print Co.
Box 741
Casper, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OT TO BE FILLED IN BY LESSEE
Receipt No. 234314
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 024756 A
Date of Lease June 1, 1948

RECEIVED
FEB 21 1955
Land Survey Office
Box 678 Cheyenne,

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned is owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to .....
(Name and address)

DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

224708

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

Section 23: Lots 1, 2, 3, NE¼ NW¼, N½ NE¼
24: Lots 1, 2, 3, 4,

429.70 acres, more or less, subject to production payment per attached rider.

RECORDED May 25 1989 10:00 AM
IN BOOK 83 O&G PAGE 138
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 3%
(State percentage only)

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

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

Executed and witnessed this 3rd. day of February 1955

ATTEST:

A. M. Walter

A. M. Walter, Assistant Secretary

BELCO PETROLEUM CORP.

A. B. Belfer

A. B. Belfer (Assignor's signature)

President

42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born X Naturalized .....
Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this 3rd. day of February 1955

WITNESSES:

Dorothy Pixley
(Name and address)

M. A. Edwards
(Name and address) Houston, Texas

David C. Bintliff

David C. Bintliff
(Assignee's signature)

812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective MAR 1 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

Manager, Land Office
(Title)

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

APR 19 1989
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born Yes Naturalized --
   Corporation or other legal entity (specify what kind) --
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed, this 5th day of April 1954

WITNESSES:

Dorothy Pixley (Name and address) Houston, Texas

Mary E. Hill (Name and address) Houston, Texas

David C. Bintliff (Assignee's signature)

David C. Bintliff
812 Rusk Avenue, Houston, Texas
(Address)

Assignment approved effective ---

THE UNITED STATES OF AMERICA

By ---
(Signing officer)

(Title)

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

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). 16—40001-1

retary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 19 1960
BUREAU OF LAND MANAGEMENT

140

0050151-000

Form No. 4-1175
July 1955

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 816261
The following to be filled in by land office when new serial number is required:
New Serial No. _____

OFFICE STAMP

1959 OCT 7 AM 10 55

Office Evanston
Serial No. 024756A
Date of Lease June 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

LAND OFFICE
CHEYENNE, WYOMING

for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)
630 Third Avenue, New York 17, N. Y.

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T. 28 N., R. 113 W., 6th P. M. Sublette County, Wyoming Sec. 23: Lots 1,2,3, NE¼NW¼, N½NE¼ 24: Lots 1,2,3,4, 429.70 acres	SAME LAND DESCRIPTION AS ITEM 1 SUBJECT TO MORTGAGE(S) AND SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER

224709

3. Interest of assignor in such lands 25%
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 3% of said 25% (State percentage only)

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

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

Executed and witnessed this _____ day of SEP 28 1959 19 59

WITNESS:

Clyde Wyatt Billie Gay

DAVID C. BINTLIFF (Assignor's signature)
Bank of the Southwest Building, Houston, Texas (Address)

RECORDED May 25 1989 10:00 AM
IN BOOK 83 PAGE 146
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lankford

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this _____ day of SEP 28 1959 19 59

WITNESSES: ATTEST:

John P. Dietsel (Name and address) Asst. Secretary
630 Third Avenue, New York 17, New York (Address)

BELCO PETROLEUM CORPORATION
Lawrence Ruben (Assignee's signature) Executive Vice President

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hase (Signing officer)
Manager, Land Office
Box 929, Cheyenne, Wyoming (Title)

I hereby certify that the foregoing is to be a true and comparative copy of the original records on file

APR 19 1989

BUREAU OF LAND MANAGEMENT

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

224752

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

RECORDED May 30 1989 10:52 A.M.
IN BOOK 83 O&G PAGE 141
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

STATE OF WYOMING §
§
COUNTIES OF SUBLETTE §

REFERENCE is here made, for the purpose of description, to the lease or leases (whether oil and gas or oil, gas and mineral) described on Exhibit "A", attached hereto and made a part hereof, covering land specifically described on Exhibit "A", lying and being situated in the above described County and State. Such lease or leases and the land specifically described on said Exhibit "A" are hereinafter, for convenience, referred to as "said leases" and "said land", respectively.

WHEREAS certain rights, titles and interests in and to said leases covering said land are now owned by BURNETT OIL COMPANY;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BURNETT OIL COMPANY, 801 Cherry Street, Suite 1500, Fort Worth, Texas 76102, hereinafter sometimes referred to as "Assignor", for and in consideration of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by RACHEL TAUMAN, 4724 WEST 34TH AVENUE, DENVER, COLORADO 80202, hereinafter sometimes referred to as "Assignee", receipt and sufficiency of which considerations are hereby acknowledged, has TRANSFERRED AND ASSIGNED, and by these presents does TRANSFER AND ASSIGN unto RACHEL TAUMAN an overriding royalty interest equal to and consisting of two percent (2%) of all of the oil and gas produced, saved and marketed from said land under the terms of each respective lease. Said overriding royalty interest shall be free and clear of all costs and expenses of exploring, developing, drilling and producing; but such interest shall bear and pay all gross production, severance, ad valorem, sales and any other taxes which may be levied on or assessed against such overriding royalty interest. In addition, Assignor herein, its successors and assigns, shall have free use of all oil and gas (including casinghead gas or other gaseous substances) from said land for all operations under said leases; and the said overriding royalty interest above described on oil and gas shall be computed after deducting any such oil and gas (including casinghead gas or other gaseous substances) so used.

Said overriding royalty interest herein assigned is assigned subject to the right and power of Assignor, its successors or assigns, and such right and power is hereby reserved by Assignor, its successors or assigns, to pool or combine said land, or any portion thereof, as to oil, gas and other minerals, or any of them, with said land, or any portion thereof, or with other land, lease, or leases in the immediate vicinity thereof when, in the judgement of Assignor, its successors or assigns, it is necessary or advisable to do so in order to properly develop and operate the respective lease premises in compliance with the spacing rules of the state agency having jurisdiction, or other lawful authority, or when to do so would, in the judgement of Assignor, its successors or assigns, promote the conservation of oil, gas or other minerals from such premises. In the event all or a portion of the lands covered by the said lease or leases is pooled or unitized, then the overriding royalty interest payable hereunder shall be reduced proportionately, and in lieu of the overriding royalty interest above conveyed, Assignor shall receive on production from the unit so pooled only such portion of said overriding royalty interest as the amount of the acreage covered by any such lease or leases described on Exhibit "A" and placed in the unit bears to the

total acreage so pooled or unitized in the particular unit involved.

In the event any of said leases described on Exhibit "A" cover and apply to less than the full, whole and entire fee simple estate in the land described in any such lease or leases by reason of express provision to that effect or by reason of deficiency in ownership interest in the lessor or lessors therein, or for any other reason, then the overriding royalty interest herein granted as to the production from the land covered by any such lease or leases shall be reduced to that portion thereof that the interest of the lessor or lessors in said tract of land covered by any such lease or leases bears to the entire fee simple estate. If the Assignor owns less than the entire leasehold estate in any such lease or leases the overriding royalty interest herein assigned shall be reduced proportionately to the leasehold interest owned by Assignor.

Nothing in this instrument shall be construed as to impose an obligation on the Assignor, its successors or assigns, express or implied, to pay any rental, to conduct any drilling operation, or to do or to perform any act of commission or omission necessary or required for the continued validity of said leases described on said Exhibit "A", whether before or after the expiration of the primary term, and there shall be no obligation or liability from the Assignor herein to the Assignee herein by reason of the termination of any of said leases, however occurring. It is understood and agreed that there shall be no obligation or liability by the Assignor herein, its successors or assigns, to Assignee for failure to reasonably develop said leases and the land covered thereby or for failure to protect same from drainage.

TO HAVE AND TO HOLD the above described overriding royalty interest unto the Assignee herein, his heirs, successors or assigns.

THIS INSTRUMENT IS EXECUTED this 23rd day of January, 1989.

BURNETT OIL COMPANY,
a Texas Joint Venture

BY: John W. Mason
John W. Mason
Delegatee of the Manager

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority on this day personally appeared JOHN W. MASON, known to me to be the person whose name is subscribed to the foregoing instrument as Delegatee of the Manager of BURNETT OIL COMPANY, a Texas Joint Venture, 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 joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of January, 1989.

My Commission Expires:
9-18-92

Debra E Brown
Notary Public in and for
the State of Texas

DEBRA E. BROWN
Notary Public
STATE OF TEXAS
My Comm. Exp. 9-18-92

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
DATED January 29, 1989 BY AND BETWEEN
BURNETT OIL COMPANY AND RACHEL TAUMAN

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
BUREAU OF LAND MANAGEMENT WYW-114883	ROBERT D. ST. JOHN	2/1/89	T27N, R103W, SUBLETTE CO., WY SEC 19: LOTS 1,2,3,4, E/2 W/2 SEC 30: LOTS 1,2,3,4, E/2 W/2 SEC 31: NE/4 NW/4

143

5/88 skk

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, OXY USA INC., a Delaware Corporation, 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 SUBLETTE County, State of WYOMING, identified by reference to the number assigned thereto by Lessee, the lease date, the name of the Lessor, the book and page of the recording thereof, and the description of the land covered thereby to-wit:

LEASE NUMBER:	6-4909847/4909847
DATE:	May 2, 1983
LESSOR:	State of Wyoming (#83-00351)
LESSEE:	Ernest W. Chapman and Frances A. Chapman
RECORDING DATA:	Book 69 O&G, Page 450
DESCRIPTION:	All of Section 36-29N-112W, 6th P.M.

Executed on this 5th day of July, 1988.

OXY USA INC.

By _____
Ellis D. Orendorff, Attorney-in-Fact

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 5th day of July, 1988, by Ellis D. Orendorff, as Attorney-in-Fact, for OXY USA INC.

Witness my hand and official seal.

My Commission Expires:

February 11, 1991

Sharon K. Kruse
Sharon K. Kruse, Notary Public

NOTARIAL PUBLIC IN AND FOR OKLAHOMA

224772

RECORDED May 31 1989 11:22A M
IN BOOK 83 O&G PAGE 144
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Fed. 40-29; 20-29

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-62508

Lease Effective Date
(Anniversary Date)
11-1-78

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Backer Resources Ltd.
   Street 455 Granville Street, Suite 100
   City, State, ZIP Code Vancouver, B.C., Canada V6C 1T1

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 29: W/2, W/2NE/4, SE/4NE/4, SE/4 Containing 600.0 acres, more or less Sublette County, Wyoming 224791	6.0	6.0	-0-	-0-	7.0

RECORDED June 2 1989 9:30 A M
IN BOOK 83 of G PAGE 145
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

Assignment approved effective _____

By _____
(Authorized Officer)

_____
(Title)

145

A C K N O W L E D G E M E N T

CANADA
PROVINCE OF ALBERTA
TO WIT:

On this 21st day of March, 1989, before me personally appeared Martin Hall, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Trans-Dominion Energy Corporation and that the seal affixed to the 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 Martin Hall acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 21st day of March, 1989

Notary Public In And For The Province of Alberta
HARRY F. DOERNER

My Commission Expires:
December 31, 1990

...,000 acres in oil and gas options or 200,000 in oil and gas leases in the same State, or 100,000 acres in leases and 200,000 acres in options in each leasing District in Alaska. If this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

or geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty ue to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

ATTEST:

Executed this 21st day of March, 19 89
ut effective as of 11-30-88

Executed this 18th day of May, 19 89

ame of Assignor as shown on current lease: TRANS-DOMINION ENERGY CORPORATION
(Please type or print)

Assignor By
or
Attorney-in-fact VICE-PRESIDENT, FINANCE
(Signature)

505 - 3rd Street S.W., Suite 1400
(Assignor's Address)

Calgary, Alberta, Canada T2P 3E6
(City) (State) (Zip Code)

Assignee BACKER RESOURCES LTD.
By PRESIDENT
(Signature)
-or-
Attorney-in-fact David M. Mercier
(Signature)

Attestation:

G.R. Brazier, Secretary

e 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 ements or representations as to any matter within its jurisdiction

Fed. 30-15

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-35399

Lease Effective Date
(Anniversary Date)
7-1-72

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Backer Resources Ltd.
   Street 455 Granville Street, Suite 100
   City, State, ZIP Code Vancouver, B.C., Canada V6C 1T1

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Insofar and only insofar as said lease covers: Township 27 North, Range 111 West, 6th P.M. Section 15: NW/4 Containing 160.0 acres, more or less Sublette County, Wyoming 224792	6.0	6.0	-0-	-0-	7.0

RECORDED June 2 1989 9:30 A.M.
IN BOOK 83 O&G PAGE 147
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____
(Authorized Officer)

_____
(Title)

147

A C K N O W L E D G E M E N T

CANADA
PROVINCE OF ALBERTA
TO WIT:

On this 21st day of March, 1989, before me personally appeared Martin Hall, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Trans-Dominion Energy Corporation and that the seal affixed to the 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 Martin Hall acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 21st day of March, 1989

Harry F. Doerner
Notary Public In And For The Province of Alberta
HARRY F. DOERNER

My Commission Expires:
December 31, 1990

... covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

or geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty ue to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

TTEST: Susan L. Shabler

ecuted this 21st day of March, 19 89
ut effective as of 11-30-88 1 A.C.

me of Assignor as shown on current lease: TRANS-DOMINION ENERGY CORPORATION
signor By: (Signature) (Type or print)
or
orney-in-fact: VICE-PRESIDENT, FINANCE (Signature)
505 - 3rd Street S.W., Suite 1400 (Assignor's Address)
Calgary, Alberta, Canada T2P 3E6 (City) (State) (Zip Code)

Executed this 18th day of May, 19 89

Assignee: BACKER RESOURCES LTD.
or
Attorney-in-fact: By: David M. Mercier PRESIDENT (Signature)
David M. Mercier (Signature)

Attestation:
G.R. Brazier, Secretary

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 ments or representations as to any matter within its jurisdiction

Fed. 30-15

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-54136

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Backer Resources Ltd.
   Street 455 Granville Street, Suite 100
   City, State, ZIP Code Vancouver, B.C., Canada V6C 1T1

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Insofar and only insofar as said lease covers:					
Township 27 North, Range 111 West, 6th P.M. Section 15: SW/4	6.0	6.0	-0-	-0-	12.25
Containing 160.0 acres, more or less Sublette County, Wyoming					
Limited in depth from the surface of the ground to the stratigraphic equivalent of 11,694' as penetrated by the Federal #30-15 well in Section 15, T27N-R111W, 6th P.M.					

224793

RECORDED June 2 1989 9:30 A M
IN BOOK 83 O&G PAGE 149
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

149

A C K N O W L E D G E M E N T

CANADA
PROVINCE OF ALBERTA
TO WIT:

On this 21st day of March, 1989, before me personally appeared Martin Hall, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Trans-Dominion Energy Corporation and that the seal affixed to the 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 Martin Hall acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 21st day of March, 1989

Harry F. Doerner
Notary Public In And For The Province of Alberta
HARRY F. DOERNER

My Commission Expires:
December 31, 1990

HARRY F. DOERNER NOTARY PUBLIC IN AND FOR ALBERTA

I transmit a signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to plug all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241)

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith

ATTEST: Susan L. Shelton

Executed this 21st day of March, 1989

But effective as of 11-30-88

Name of Transferor TRANS-DOMINION ENERGY CORPORATION
(Please type or print)

Transferor By Martin Hall
or (Signature)
Attorney-in-fact VICE-PRESIDENT, FINANCE
(Signature)

505 - 3rd Street S.W., Suite 1400
(Transferor's Address)

Calgary, Alberta, Canada T2P 3E6
(City) (State) (Zip Code)

Executed this 18th day of May, 1989

BACKER RESOURCES LTD.

Transferee By D.M. Mercier PRESIDENT
(Signature)
or
Attorney-in-fact David M. Mercier
(Signature)

Attestation:
G.R. Brazier, Secretary

BACKER RESOURCES LTD. CORPORATE SEAL

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

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-63821

Lease Effective Date
(Anniversary Date)
7-1-78

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Backer Resources Ltd.
   Street 455 Granville Street, Suite 100
   City, State, ZIP Code Vancouver, B.C., Canada V6C 1T1

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 32: Lots 3, 4, N/2SE/4, NE/4 (E/2) Containing 279.86 acres, more or less Sublette County, Wyoming 224794	6.0	6.0	-0-	-0-	7.0

RECORDED June 2 1989 9:30 A.M.
IN BOOK 83 O&G PAGE 151
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____
(Authorized Officer) (Title) (Date)

151

A C K N O W L E D G E M E N T

CANADA
PROVINCE OF ALBERTA
TO WIT:

On this 21st day of March, 1989, before me personally appeared Martin Hall, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Trans-Dominion Energy Corporation and that the seal affixed to the 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 Martin Hall acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 21st day of March, 1989

Notary Public In And For The Province of Alberta
HARRY F. DOERNER

My Commission Expires:
December 31, 1990

in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

ATTEST:

Executed this 21st day of March, 1989
but effective as of 11-30-88

Name of Assignor as shown on current lease: TRANS-DOMINION ENERGY CORPORATION
(Please type or print)

Assignor By
or
Attorney-in-fact
(Signature)
VICE-PRESIDENT, FINANCE
(Signature)

505 - 3rd Street S.W. Suite 1400
(Assignor's address)
Calgary, Alberta, Canada T2P 3E6
(City) (State) (Zip Code)

Executed this 18th day of March, 1989

BACKER RESOURCES LTD.

Assignee By
(Signature)
PRESIDENT
or
Attorney-in-fact David M. Mercier
(Signature)

Attestation:

G.R. Brazier, Secretary

Title 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

Form 3000-5a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Fed. 10-5
FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-51347

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Backer Resources Ltd.
   Street 450 Granville Street, Suite 1001
   City, State, ZIP Code Vancouver, B.C., Canada V6C 1T1

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Insofar and only insofar as said lease covers:					
Tract I Township 27 North, Range 111 West, 6th P.M. Section 5: NW/4	6.0	6.0	-0-	-0-	8.25
Tract II Township 27 North, Range 111 West, 6th P.M. Section 5: SW/4	3.6	3.6	-0-	-0-	6.70
Containing 320.0 acres, more or less Sublette County, Wyoming					

224795

RECORDED June 2 1989 9:30 A M
IN BOOK 83 O&G PAGE 153
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

A C K N O W L E D G E M E N T

CANADA
PROVINCE OF ALBERTA
TO WIT:

On this 21st day of March, 1989, before me personally appeared Martin Hall, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Trans-Dominion Energy Corporation and that the seal affixed to the 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 Martin Hall acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 21st day of March, 1989

Notary Public In And For The Province of Alberta
HARRY F. DOERNER

My Commission Expires:
December 31, 1990

HARRY F. DOERNER NOTARY PUBLIC ALBERTA

issue is not in violation of sec. 41 of the Mineral Leasing Act.

Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

or geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

ATTEST: Susan L Shalton

Executed this 21st day of March, 19 89

but effective as of 11-30-88

Name of Transferor TRANS-DOMINION ENERGY CORPORATION
Please type or print

Transferor By Martin Hall
or (Signature)
Attorney-in-fact VICE-PRESIDENT, FINANCE
(Signature)

505 - 3rd Street S.W., Suite 1400
(Transferor's Address)

Calgary, Alberta, Canada T2P 3E6
(City) (State) (Zip Code)

Executed this 18th day of May, 19 89

Transferee BACKER RESOURCES LTD.
By D M Mercier PRESIDENT
(Signature)
or
Attorney-in-fact David M. Mercier
(Signature)

Attestation:
G.R. Brazier, Secretary

Title 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.

Fed. 20-29, 40-29

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-34033

Lease Effective Date
(Anniversary Date)
5-1-72

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Backer Resources Ltd.
   Street 455 Granville Street, Suite 100
   City, State, ZIP Code Vancouver, B.C., Canada V6C 1T1

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 29: NE/4NE/4 Containing 40.0 acres, more or less Sublette County, Wyoming This Assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated 11-2-78 by and between True Oil Company, Farmor, and Energetics, Inc., Farmee, as amended by Letter Agreement dated 6-11-79.	4.8	4.8	-0-	-0-	1.6

224796

RECORDED June 2 1989 9:32 AM
IN BOOK 83 O&G PAGE 155
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

155

A C K N O W L E D G E M E N T

CANADA
PROVINCE OF ALBERTA
TO WIT:

On this 21st day of March, 1989, before me personally appeared Martin Hall, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Trans-Dominion Energy Corporation and that the seal affixed to the 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 Martin Hall acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 21st day of March, 1989

Notary Public In And For The Province of Alberta
HARRY F. DOERNER

My Commission Expires:
December 31, 1990

and 200,000 acres in options in each leasing District parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

ATTEST:

Executed this 21st day of March, 19 89

but effective as of 11-30-88

Name of Assignor as shown on current lease: TRANS-DOMINION ENERGY CORPORATION

Assignor By (Signature) Affix seal if print

or

Attorney-in-fact (Signature) VICE-PRESIDENT, FINANCE

505 - 3rd Street S.W., Suite 1400
(Assignor's Address)

Calgary, Alberta, Canada T2P 3E6
(City) (State) (Zip Code)

Executed this 18th day of May, 19 89

Assignee BACKER RESOURCES LTD.

By (Signature) PRESIDENT

or

Attorney-in-fact David M. Mercier (Signature)

Attestation:

G.R. Brazier, Secretary

Title 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

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Robert Springman and Wilda Springman, husband and wife as Lessor, and Williams Exploration Company, as Lessee, dated the 9th day of January, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4, NE4NW4, E2SE4

and containing 280.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 64 of Photos, at Page 288.

WITNESS the following signatures this 22nd day of May, 1989.

American Cometra, Inc.,
a Delaware Corporation

ATTEST: Chris Cox
Chris Cox
Corporate Secretary

By: Carl W. Steinle -DMC
Carl W. Steinle
VP - Land & Legal

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On this 22nd day of May, 1989, before me personally appeared Carl W. Steinle, to me personally known, who, being by me duly sworn, did say that he is the VP - Land & Legal of American Cometra, 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of May, 1989.

My Commission Expires 6-24-89

MITZI L GHOLSON
Notary Public State of Texas
My Commission Expires June 24, 1989

Mitzi L. Gholson
Notary Public

224815

RECORDED June 5 AT 89 4:35P
IN BOOK D of M 83 PAGE 157
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

WY 82101M

Form 3200-3
(December 1986)
(formerly 3106-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.
W-44806

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee Thermal Exploration, Inc.
   Street 315 Mercer St., PO Box 1869
   City, State Seattle, WA
   Zip Code 98111

Additional Assignees

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title. ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 21: SW/4NW/4 Containing 40.00 acres, more or less Sublette County, Wyoming	16.5441%	16.5441%	0%	0%	1.5%

224893

RECORDED June 8 AD 89 4:40 PM
IN BOOK 084 83 PAGE 158
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective SEP 1 1987

By Fred O'Farrell
(Authorized Officer)

SUPERVISOR, MAINTENANCE UNIT (Title) SEP 1 1987 (Date)

For Assignee

Part A (Continued). ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

The Assignor, Development Associates, Inc., for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, and set over unto the Assignee, Thermal Exploration, Inc., the herein described interests to be effective the 1st day of July, 1986. Assignor does hereby further assign and transfer all its right, title and interest in any personal property, equipment, fixtures, pipelines or gathering lines associated with the development and/or production of oil and gas from the above described lease.

This Assignment and Conveyance is made free and clear of all liens and encumbrances created by Assignor and Assignor does hereby warrant and defend title to the Assigned Interest to the Assignee, its successors and assigns, against every person lawfully claiming, or to claim the Assigned Interest, or any part thereof, by, through or under Assignor.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, nation, or resident alien of the United States or association of such citizen, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 22 day of Jul, 19 87

Assignor (Signature)

Robert T. McLendon, Vice President
DEVELOPMENT ASSOCIATES, INC.

Name of assignor as shown on current lease or assignment Development Associates, Inc.

E. 1411 Mission, PO Box 3727 (Assignor's Address) Spokane (City) WA (State) 99202 (Zip Code)

Executed this 22 day of Jul, 19 87

Assignee (Signature)

Keith E. Anderson, Vice President
THERMAL EXPLORATION, INC.

Title 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.

*U.S.GPO:1987-0-773-017/81814

STATE OF WASHINGTON)

: ss

County of Spokane)

On this day, before me, the undersigned, a notary public in and for the said County and State, personally appeared: R. T. McLendon, to me known to be the individuals(s) described in and who executed the within instrument, and acknowledged that he signed and sealed 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 22nd day of July, 1987.

Donna M. Akers

Notary Public in and for the State of

WASHINGTON

residing at

SPOKANE

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

SEE SCHEDULE "A"

WYW-817, et al

HOBACK

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* NGC Energy Company
   Street Two Corporate Centre, 1390 Willow Pass Road, Suite 940
   City, State, ZIP Code Concord, CA 94520

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
(SEE ATTACHED SCHEDULE 'A')					

225008
RECORDED June 14 AD 89 4:10P
IN BOOK C-4 of 83 PAGE 161
FEES $ 14.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Rebecca A. Hansen

89 APR 20 AM 9:30
DEPARTMENT OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☒ Transfer approved effective [illegible] 1989

By /s/ PAMELA J. LEWIS (Authorized Officer) (Title) [illegible] 2 1989 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

1. Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties to transfer must sign as follows: The transferor(s) must manually sign 3 original copies, and the transferee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each transfer of operating rights (sublease). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

2. Separate form must be used for each lease being affected by this transfer and for each type of interest conveyed.

3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if transferor transfers one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee.

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PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law.

2 This information will be used to create and maintain a record of oil and gas geothermal lease activity.

3 Response to this request is required to obtain benefit

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 oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee'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 requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear — Tear

Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. [illegible]

A C K N O W L E D G M E N T

STATE OF CALIFORNIA)
)ss.
COUNTY OF CONTRA COSTA)

ON THIS 4th day of May, 1989, before me, Linda M. Clites, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. G. Culp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact for Natural Gas Corporation of California, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his 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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1 The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2 Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3 Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of April, 19 89
Assignment effective: January 1, 1987
Name of Transferor Natural Gas Corporation of California
Please type or print

Attorney-in-fact H.G. Culp (Signature)
1390 Willow Pass Road, Suite 940
(Transferor's Address)
Concord, California 94520
(City) (State) (Zip Code)

Executed this 3rd day of April, 19 89

Transferee NGC ENERGY COMPANY

Attorney-in-fact Diane J. Williams (Signature)
Diane J. Williams

Title 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 repr[redacted]as to any matter within its jurisdiction.

S C H E D U L E " A "

Attached to and made a part of that certain Assignment of Operating Rights

by and between Natural Gas Corporation of California, Assignor and

NGC ENERGY COMPANY, Assignee dated April 3, 1989 and located in

Sublette County, Wyoming

LEASE SERIAL NUMBER	LEASE EFFECTIVE DATE	LEASE DESCRIPTION **	PERCENT OF INTEREST			PERCENT OF OVERRIDING ROYALTY OR SIMILAR INTERESTS	
			OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED OR CONVEYED
W-817	10-01-66	Township 28 North, Range 115 West, 6th P.M. Section 9: W/2SE/4 Containing 80.00 acres, more or less	50%	ALL	NONE	NONE	3%
W-1329	10-01-66	Township 29 North, Range 115 West, 6th P.M. Section 36: Lots 3, 4, NE/4, N/2SE/4 Containing 321.29 acres, more or less	50%	ALL	NONE	NONE	4%
W-1335	10-01-66	Township 29 North, Range 115 West, 6th P.M. Section 36: Lots 1, 2, NW/4, N/2SW/4 Containing 323.87 acres, more or less	50%	ALL	NONE	NONE	3%
W-2701	1-01-67	Township 28 North, Range 115 West, 6th P.M. Section 9: W/2NE/4, W/2 400.00 acres, more or less	50%	ALL	NONE	NONE	3%
W-3852	3-01-67	Township 28 North, Range 115 West, 6th P.M. Section 5: Lots 7, 8, SE/4 Containing 225.53 acres, more or less Section 16: N/2, SE/4 Containing 480.00 acres, more or less	50% 6.5693%	ALL ALL	NONE NONE	NONE NONE	NONE NONE
W-5700	6-01-67	Township 28 North, Range 115 West, 6th P.M. Section 16: SW/4 Containing 160.00 acres, more or less	6.5693%	ALL	NONE	NONE	NONE
W-29933	12-01-73	Township 28 North, Range 115 West, 6th P.M. Section 4: Lot 5 Containing 32.87 acres, more or less	50%	ALL	NONE	NONE	7%

S C H E D U L E "A"

Attached to and made a part of that certain Assignment of Operating Rights

by and between Natural Gas Corporation of California, Assignor and

NGC ENERGY COMPANY, Assignee dated April 3, 1989 and located in

Sublette County, Wyoming

LEASE SERIAL NUMBER	LEASE EFFECTIVE DATE	LEASE DESCRIPTION **	PERCENT OF INTEREST			PERCENT OF OVERRIDING ROYALTY OR SIMILAR INTERESTS	
			OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED OR CONVEYED
W-45878	10-01-74	Township 28 North, Range 115 West, 6th P.M. Section 4: Lot 6, SW/4 Containing 192.92 acres, more or less	50%	ALL	NONE	NONE	7%
W-0266346A	12-01-63	Township 28 North, Range 115 West, 6th P.M. Section 9: E/2E/2 Section 10: SW/4 Containing 320.00 acres, more or less	50%	ALL	NONE	NONE	3%
W-0266371	1-01-64	Township 28 North, Range 115 West, 6th P.M. Section 14: S/2 Section 15: SE/4, N/2SW/4, SE/4SW/4 Containing 600.00 acres, more or less	6.5693%	ALL	NONE	NONE	3%
W-0289523	2-01-64	Township 28 North, Range 115 West, 6th P.M. Section 2: Lots 5, 6, 7, 8, S/2 Section 3: Lots 5, 6, 7, 8, S/2 Section 10: N/2 Section 11: N/2 Containing 1,543.81 acres, more or less	50%	ALL	NONE	NONE	5%
W-0315726	6-01-65	Township 28 North, Range 115 West, 6th P.M. Section 4: Lots 7, 8, SE/4 Containing 227.05 acres, more or less	50%	ALL	NONE	NONE	3%
W-0318400	12-01-65	Township 28 North, Range 115 West, 6th P.M. Section 10: SE/4 Section 11: S/2 Containing 480.00 acres, more or less	50%	ALL	NONE	NONE	3%
		Section 14: N/2 Containing 320.00 acres, more or less	6.5693%	ALL	NONE	NONE	3%

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S C H E D U L E " A "

Attached to and made a part of that certain Assignment of Operating Rights

by and between Natural Gas Corporation of California, Assignor and

NGC ENERGY COMPANY, Assignee dated April 3, 1989 and located in

Sublette County, Wyoming

LEASE SERIAL NUMBER	LEASE EFFECTIVE DATE	LEASE DESCRIPTION **	PERCENT OF INTEREST			PERCENT OF OVERRIDING ROYALTY OR SIMILAR INTERESTS	
			OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED OR CONVEYED
W-0318401	11-01-65	Township 28 North, Range 115 West, 6th P.M. Section 15: NE/4 Containing 160.00 acres, more or less	6.5693%	ALL	NONE	NONE	3%
W-0318403	11-01-65	Township 29 North, Range 115 West, 6th P.M. Section 35: Lots 3, 4, NE/4, N/2SE/4 Containing 325.19 acres, more or less	50%	ALL	NONE	NONE	3.6%
W-0320387A	11-01-65	Township 29 North, Range 115 West, 6th P.M. Section 35: Lots 1, 2, NW/4, N/2SW/4 Containing 325.25 acres, more or less	50%	ALL	NONE	NONE	3.6%
W-0322611	4-02-66	Township 28 North, Range 115 West, 6th P.M. Section 15: SW/4SW/4 Section 22: ALL Section 23: W/2 Containing 1,000.00 acres, more or less	6.5693%	ALL	NONE	NONE	NONE
W-0323140	3-01-66	Township 28 North, Range 115 West, 6th P.M. Section 15: NW/4 Containing 160.00 acres, more or less	6.5693%	ALL	NONE	NONE	3%

** Insofar and only insofar as said leases cover the above described lands and insofar and only insofar as all formations from the surface down to the base of the Triassic Nugget Formation deemed to be the stratigraphic equivalent of the depth of 12,154 feet as measured in the Humble #2 Hoback II Unit Well located in Section 15 , Township 28 North, Range 115 West, 6th P.M.

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Form 3100-***
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0006
Expires January 31, 1986

Serial No.

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 R. K. O'Connell

Street

City, State, Zip Code

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

Future rental payments concerning this lease must be made payable and mailed to:

Minerals Management Service
RMP-Bonus and Rental Acct. System
P. O. Box 5640
Denver, CO 80217

Amount remitted: Filing fee $

DO NOT WRITE BELOW THIS LINE

3 Land included in lease

T	R.	Meridian	State	County
T. 28 N.,	R. 112 W.,	Sublette County,	6th PM,	WY

sec. 33, SW¼.

225012

RECORDED June 15 19 89 11:10 A.M.
IN BOOK Oth 83 PAGE 166
FEES $ 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease

Rental retained $

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

Type and primary term of lease:

☐ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSHIS
(Signing Officer)

_____ JAN 22 1987
(Title) (Date)

EFFECTIVE DATE OF LEASE FEB 1 1987

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

FOR LESSEE 0057820-000 GRB

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a [illegible] 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 9 day of DECEMBER, 19 86

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals--Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00.
(b) Regular noncompetitive lease, $1.00.
(c) Competitive lease, $2.00, or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), (c) or (d), for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Simultaneous noncompetitive lease, 12½%.
(b) Regular noncompetitive lease, 12½%.
(c) Competitive lease, see attachment, or
(d) Other, see attachment.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in which royalty payments in 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), 30 U.S.C. 1701 et seq. Lessee shall be liable for royalty payments on oil and gas lost or wasted from or in this lease when such loss or waste is due to negligence on the part of the operator of this lease or failure to comply with any rule or regulation, order or citation issued under FOGRMA or any mineral leasing law.

Sec. 3. Bonds [illegible]

Sec. 4. Diligence, rate of development, unitization and termination—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessee's obligation to continue drilling and producing after the primary term of this lease shall cease upon termination of all leases committed to any unit plan which includes this lease. Lessor reserves the right to specify rates of development and production in the interest of sound operating practices. Lessee shall drill and produce wells necessary to protect leased lands from drainage or the equivalent thereof by wells on unleased lands. Lessee shall drill and produce other wells on the leased lands as may be reasonably required by lessor, or pay compensatory royalty for failure to do so, in the 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 reasonable times for inspection by any duly authorized officer of lessor the leased premises and all wells, improvements, machines, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the right of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of [illegible] interest—Lessee shall pay when due all taxes legally assessed and levied under laws of the State or the United States, accord all employees complete freedom of purchase, pay all wages at least twice each month in lawful money of the United States, maintain a safe and clean [illegible] in accordance with standard [illegible] health and safety of the public [illegible]

[illegible] prices and to prevent [illegible] pipeline or a company [illegible] from these leased lands. [illegible] as amended [illegible] Neither lessee [illegible]

[illegible] As required by regulations, [illegible] interest in this lease. Lessee [illegible] give a written relinquishment [illegible] continued obligation [illegible]

[illegible] this lease are returned to lessor, [illegible] relinquishment, reclaim the land [illegible] time remove equipment and [illegible] productive wells.

Sec. 13. Proceedings [illegible] with any provisions of this lease [illegible] this lease shall be subject [illegible] applicable provisions and penalties [illegible] Act of 1982. [illegible] to obtain valuable [illegible] This provision [illegible] remedies [illegible] cancellation [illegible]

Sec. 14. [illegible] this lease shall extend to and be binding upon [illegible] administrator, successors, heirs, [illegible]

168

IN REPLY REFER TO:

3112
(923a)

United States Department of the Interior

Bureau of Land Management

Wyoming State Office
P.O. Box 1828
Cheyenne, Wyoming 82003

January 7, 1987

W-103010

R. K. O'Connell
P. O. Box 2003
Casper, WY 82602

NOTICE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

Effective December 31, 1986, the following statement, which will be attached to your lease (number shown above), must be signed. It is imperative that both copies be signed and returned as soon as possible to this office to avoid delay in the issuance of your lease. An envelope is provided for your use.

Signatory certifies compliance with qualifications concerning Federal coal lease holdings provided in Section 2(a)(2)(A) of the Mineral Leasing Act.

1-12-87
Date

Signature

Andrew L. Tarshis
Chief, Leasing Section

MATERIAL SITE

A portion of W-103010 is covered by Wyoming Highway Department Material Site, E-020795.

The above referenced oil and gas lease on these lands, is hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site.

At the time operations on the above land are commenced, I will notify the Wyoming Highway Department, Box 1708, Cheyenne, Wyoming 82002-9019.

1987 JAN -5 AM 9:30

12.9.86
Date

Signature

W-103010

JAN -5 AM 9:30

2. WILDLIFE STIPULATION

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). Legal descriptions will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD is processed. It should eventually become a condition for approval in the Application for Permit to Drill.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Raptors including eagles, accipiters, falcons, buteos, osprey, ferruginous hawks, burrowing owls, and sage and sharp-tailed grouse all require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

12-1-95
Date

Signature

W- 103010

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.

12.9.76
Date

Signature

Form 3120–9
(September 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RENTALS AND ROYALTIES FOR OIL AND GAS LEASES

JAN - 5 AM 7:57

SCHEDULE "A" – NONCOMPETITIVE

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issues a rental at the following rates:

a. If the lands are wholly outside the known geologic structure of a producing oil or gas field: $1 per acre or fraction thereof each lease year.

b. On leases wholly or partly within the geologic structure of a producing oil or gas field:

1. If not committed to a cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $2 per acre or fraction thereof.

2. On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of $1 per acre or fraction thereof each lease year following discovery.

MINIMUM ROYALTY. To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

ROYALTY ON PRODUCTION. To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

SCHEDULE "B" – COMPETITIVE

ROYALTY ON PRODUCTION. To pay the lessor the following royalty on production removed or sold from the leased lands.

1. When the average production for the month in barrels per well per day is:

OVER	NOT OVER	PERCENT OF ROYALTY	OVER	NOT OVER	PERCENT OF ROYALTY
	50	12.5	130	150	19
50	60	13	150	200	20
60	70	14	200	250	21
70	80	15	250	300	22
80	90	16	300	350	23
90	110	17	350	400	24
110	130	18	400		25

2. On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the month does not exceed 5,000,000 cubic feet, 12-1/2 percent; and when said production of gas exceeds 5,000,000 cubic feet, 16-2/3 percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture.

MINIMUM ROYALTY. To pay the lessor in lieu of rental at the expriation of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issued and for each lease year thereafter prior to a discovery of oil or gas on the leased lands, an annual rental of $2 per acre or fraction thereof.

NOTICE

The average production per well per day for oil and gas shall be determined pursuant to 43 CFR Part 3160, "Onshore Oil and Gas Operations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

Form 3000-3
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] PROVED
1004-0034
Expires. August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW103010

Lease Effective Date
(Anniversary Date)
February 1, 1987

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Resource Strategies
355 Union Blvd., Suite 300
Lakewood, Colorado 80228

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 112 West, 6th P.M. Sec. 33: SW¼ Containing 160.00 acres, more or less Sublette County, Wyoming	100%	100%	None	5% of 8/8ths	None

225013
RECORDED June 15 19 89 11:15 AM
IN BOOK D-4 83 PAGE 173
FEES $ 10.00 Maryl Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

Assignment approved effective APR 0 1 1989

/s/ PAMELA J. LEWIS
By
0057820-000 GRB (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER APR 1 0 1989
(Title) (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

State of Wyoming
:ss.
County of Natrona

The foregoing instrument was acknowledged before me by R. K. O'Connell

this 7th day of March 19 89

Witness my hand and official seal.

Notary Public

My Commission Expires:

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease, (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts, (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7th day of March, 19 89

Name of Assignor as shown on current lease R. K. O'Connell
Please type or print

Assignor (Signature)
or
Attorney-in-fact (Signature)

P. O. Box 2003
(Assignor's Address)

Casper, Wyoming 82602-2003
(City) (State) (Zip Code)

[redacted] 012-14-8841 [redacted]

Executed this 27th day of March, 19 89

Resource Strategies

by:
Assignee (Signature) General Partner
or
Attorney-in-fact (Signature)

[redacted] fictitious or fraudulent

NOTICE

Attached is the approved record title assignment of oil and gas lease WYW-103010
Annual rental payment: $320.00
Due annually on or before lease anniversary date of: Feb. 1

All rental payments must be mailed directly to the Minerals Management Service (MMS) at the following address:

MMS - BRASS
P. O. Box 5640 T.A.
Denver, Colorado 80217

The entire lease serial number (as identified above) must be on the face of the remittance to allow MMS - BRASS to properly credit your rental payment.

Except for lease rental payments that must be provided to MMS, all other matters concerning this lease (including address changes and relinquishments) must be directed to the BLM office at: Bureau of Land Management, Wyoming State Office, P. O. Box 1828, Cheyenne, Wyoming 82003. For additional information and assistance regarding rental payments, please call MMS at toll-free number 1-800-525-8327.

Andrew L. Tarshis
Chief, Leasing Section

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other product produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension or renewal thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

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

Dated: March 7, 1989

[redacted] [redacted] 005G[redacted]00)

Form 3106 - 5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
83 SEP 26 AM 9 3
CHEYENNE, WYOMING

FORM APPROVED Stipulation 7
OMB NO. 1004-0034
Expires: August 31, 1985

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
Evanston 022932

Lease effective date
September 1, 1947

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

Bond in sum of $ 150,000
with Seaboard Surety
as surety filed.

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 26 North, Range 112 West, 6th P.M. Section 2: All Section 3: All Section 4: SE/4 Section 9: All Section 11: NW/4NW/4 Containing 2103.40 acres, more or less, in Sublette County, Wyoming	**SAME LAND DESCRIPTION AS ITEM 2**

CERTIFIED
to be a true and correct representative copy
of the official records on file
FEB 21 1985
Adella L. Kwiatkowski
BUREAU OF LAND MANAGEMENT

225014

RECORDED June 15 19 89 11:20 AM
IN BOOK O-4 83 PAGE 177
FEES $6.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	0
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1%

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

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

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

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

Executed this 21 day of Sept, 19 83, in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

R. A. Grinstead

(Assignor's Signature)

One Dag Hammarskjold Plaza

(Assignor's Address)

R. A. Grinstead
Vice President

New York (City) New York (State) 10017 (Zip Code)

BDC Lease # 1085-011

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 01 1984

By Judith A. Maffett
(Authorized Officer)

for ACTING Chief, Oil & Gas Section

SEP 18 1984
(Date)

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

ORIGINAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 21 day of Sept, 19 83

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

J. M. Oswald
Senior Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

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.

FEB 21 1
BUREAU OF LAND MANAGEMENT

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

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

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

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

[redacted] [redacted] 005[redacted]-000

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED Stead 12-4
OMB NO. 1004-0034
Expires: August 31, 1985

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

Lease Serial No.
Evanston 022932

Lease effective date
September 1, 1947

PART I

1. Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

Bond in sum of $ 150,000
with Seaboard Surety
as surety filed.

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)

225015

RECORDED June 100% 15 19 89 11:35AM
IN BOOK 04 A 83 PAGE 179
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Township 26 North, Range 112 West, 6th P.M.

Section 2: NW/4SE/4
Below 4,142 feet — 50%

Section 2: SW/4NE/4
Surface to 4,028 feet — 50%
4,032 feet to 4,142 feet — 50%
Below 4,142 feet — 100%

by Bethany A. Walker

Section 2: NW/4, N/2NE/4, SE/4NE/4, SW/4, S/2SE/4, NE/4SE/4
Section 11: NW/4NW/4
Surface to 4,142 feet — 50%
Below 4,142 feet — 100%

to be a true and accurate copy of the original records on file

FEB 21 1989
Adelle A. Kawalski
BUREAU OF LAND MANAGEMENT

Section 3: All
Surface to 3,989 feet — 50%
Below 3,989 feet — 100%

Section 9: SW/4
Surface to 3,271 feet — 50%
Below 3,271 feet — 100%

Containing 2103.40 acres, more or less, in Sublette County, Wyoming

3. Specify interest or percent of operating rights being conveyed to assignee	All
4. Specify interest or percent of operating rights being retained by assignor	0
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	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.

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 21 day of Sept, 1983, in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

R. A. Grinstead

(Assignor's Signature)

One Dag Hammarskjold Plaza

(Assignor's Address)

R. A. Grinstead
Vice President

New York (City) New York (State) 10017 (Zip Code)

BDC Lease # 1085-011

Title 18 U.S.C., Section 1001, 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 01 1984

By [signature] (Authorized Officer)

for ACTING Chief, Oil & Gas Section

SEP 18 1984

179

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 31 day of Sept , 19 83 .

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

10,000 Old Katy Road
(Assignee's Address)

J. M. Oswald
Senior Vice President

Houston (City) Texas (State) 77055 (Zip Code)

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

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.

FEB 21 1984
BUREAU OF LAND MANAGEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

Form 3000-3a
(June 1988)

[redacted]

DEPARTMENT [redacted] INTERIOR
BUREAU OF LAND MANAGEMENT

O[redacted] 1004-0034
Exp[redacted]st 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-62791

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil and Gas Company
   Street 1801 California Street, Suite 4800
   City, State, ZIP Code Denver, Colorado 80202

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

a Land Description	Percent of Interest: b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests: e Reserved	f Previously reserved or conveyed
Township 28 North - Range 111 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, E½W½, W½SE¼ Sublette County, Wyoming Limited to only those depths between 100' below the stratigraphic equivalent of the base of the Bear River Formation to the stratigraphic equivalent of the total depth depth drilled in the Figure Four Canyon #6-31 well, which is 11,200 feet. This assignment is subject to that certain Farmout Letter Agreement dated July 11, 1988 and Conditional Acceptance Letter dated July 1988, by and between General Atlantic Energy Corporation and Enron Oil and Gas Company.	7.0419%	4.92933%	2.11257%	-o-	11.5178%

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

225017

28 RECORDED June 15 19 89 11:50 AM
IN BOOK O-4 83 PAGE 181
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany G. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

WSC 38[illegible]-[illegible]
(943.5 (C124)

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☒ Transfer approved effective [illegible] 1989

By /s/ PAMELA J. LEWIS (Authorized Officer)

[illegible] LAND LAW EXAMINER (Title)

MAY 24 1989 (Date)

PINEDALE

181

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of April, 1989, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

3-27-93

Notary Public

ADDRESS:

1801 California Street, Suite 4800
Denver, Colorado 80202-2648

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 6th day of April, 19 89

Name of Transferor ENRON OIL AND GAS COMPANY
Please type or print

Transferor or Attorney-in-fact _____ (Signature)
D. Weaver (Signature)
1801 California Street, Suite 4800
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19 89

Transferee MM&S PARTNERS

Transferee or Attorney-in-fact _____ (Signature)
Robert L. Mehl (Signature)
Managing General Partner

Title 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 repres[redacted] to any matter within its jurisdiction.

RELEASE OF OIL AND GAS LEASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That Mobil Oil Corporation does hereby release, relinquish and surrender to the lessors, their heirs, assigns and legal representatives, all of its right, title and interest in and to the following described Oil and Gas Leases, covering lands situated in the County of Sublette, State of Wyoming:

1.	Date:	October 24, 1962
	Lessor:	Doyle Twichel, also known as Doyle Twichell, and as Doyle Twitchel, and Doyle Twitchell, and Isabelle Twichel, also known as Isabelle Twitchell, husband and wife
	Lessee:	Socony Mobil Oil Company, Inc., a New York Corporation
	Description:	Township 27 North, Range 113 West, 6th P.M. Section 32: SE/4SE/4 Section 33: S/2SW/4
	Lease Recorded:	Book 35 O&G, Page 116
	Amendment Recorded:	Book 42 O&G, Page 43
2.	Date:	October 24, 1962
	Lessor:	Ted Miller and Emma F. Miller, husband and wife
	Lessee:	Socony Mobil Oil Company, Inc., a New York Corporation
	Description:	Township 27 North, Range 113 West, 6th P.M. Section 32: SE/4SE/4 Section 33: S/2SW/4
	Lease Recorded:	Book 35 O&G, Page 124
	Amendment Recorded:	Book 42 O&G, Page 47
3.	Date:	October 24, 1962
	Lessor:	Joseph W. Krall, a single man
	Lessee:	Socony Mobil Oil Company, Inc., a New York Corporation
	Description:	Township 27 North, Range 113 West, 6th P.M. Section 32: SE/4SE/4 Section 33: S/2SW/4
	Lease Recorded:	Book 35 O&G, Page 126
	Amendment Recorded:	Book 42 O&G, Page 51

WITNESS the following signature of one of the two present owners, this 5th day of June, 1989.

ATTEST:

MOBIL OIL CORPORATION

By: _____

Title: _____

By: C. E. Reny

C. E. Reny

Title: Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

225046

RECORDED June 19 1989 12:00 PM
IN BOOK 0 & G 83 PAGE 183
FEES $4.00 Mary L. Lawhon COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany A. Walker

The foregoing instrument was acknowledged before me this 5th day of June, 1989, by C. E. Reny, as Attorney-in-Fact of Mobil Oil Corporation.

Witness my hand and official seal.

My commission expires:

_____

Kathleen Ann Brown
Notary Public

184

Effective 11-86
Form ML-2
(revised 4-89)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 87-00242, effective June 2, 19 87, described completely as follows:

SE¼NE¼:NE¼SE¼ Section 22, Twp. 31 N., Rg. 114 W., 6th P.M.

County Sublette Total Acres 80.00

ASSIGNOR, Carpenter & Sons, Inc.

with address at 330 S. Center, Suite 402, Casper, Wyoming 82601,

being the owner of 2.50 percent overriding royalty (undivided leasehold/divided leasehold/overriding royalty) interest in this lease, described more particularly as:

same as lease description **225075**

RECORDED June 21 1989 10:46AM
IN BOOK 83 O&G PAGE 184
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

for good and valuable consideration, hereby assigns to:

(1) Brice G. Carpenter, assignee, with address at:
330 S. Center, Suite 402, Casper, Wyoming 82601, _____ percent interest in the lease; .50 percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent interest in the lease; _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent interest in the lease, _____ percent overriding royalty

(totaling _____ percent of full leasehold interest), insofar as it covers the following described land:

containing _____ acres, more or less, and retaining _____ percent interest in this lease and reserving unto assignor overriding royalty interest of: 2.00%,
subject to: _____
_____.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to th[redacted]as and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 15th day of May, 1989

Carpenter & Sons, Inc.
Assignor - Lessee

WITNESS:

_____

By: Brice G Carpenter
Title: Brice G. Carpenter, President

Attest:
Don G Carpenter
Secretary Don G. Carpenter

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

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

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of WYOMING)
) ss.
County of NATRONA)

On this 15TH day of MAY, 19 89, before me personally appeared BRICE G. CARPENTER, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of CARPENTER & SONS, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said BRICE G. CARPENTER acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15TH day of MAY, 19 89.

MARY JO PEKURI · Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 5, 1989

Mary Jo Pekuri
Notary Public

My Commission expires: _____

Assignment approved by the Commissioner of Public Lands: MAY 23 1989

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 87-00242

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an _X_ Individual

____ General Partnership

____ Limited Partnership

____ Corporation

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee 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 to said lease, to properly abandon all wells, to restore the leased land upon completion of any 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 rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: _____

Address: _____

_____

Telephone: _____

Bruce L Carpenter
Assignee's Signature

_____
Assignee's Signature

330 S. Center, Suite 402, Casper WY 82601
Assignee's Address

_____
Assignee's Address

May 15, 1989
Date

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

RELEASE OF RECORD
(Terminated Oil and Gas Lease(s))

TEXACO INC., a Delaware corporation, as owner of record of those certain oil and gas lease(s) 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(s) as shown on said Exhibit "A".

Executed and dated this 7th day of June, 19 89.

TEXACO INC.

By D. P. Loughry
Attorney-in-Fact

D. P. Loughry

Texaco Inc.
Land Dept.
P. O. Box 2100
Denver, CO 80201
B. Fredericks

225091

RECORDED June 23 19 89 9:40 A M
IN BOOK 83 O&G PAGE 187
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CO-WY

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

The foregoing instrument was acknowledged before me this 7th day of June, 1989, by D. P. Loughry, the Attorney-in-Fact of Texaco Inc., a corporation.

My hand and official seal.

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

My commission expires: June 27, 1990

APPROVED AS TO
DESCRIPTION & DATA
pec

EXHIBIT A - RPT 36

[redacted] 54 II-DENVER EXPLOR

[redacted] STATE: WYOMING

[redacted] 035 SUBLETTE

FOR PERIOD: MAR 1-31 1989

[redacted] NO	LEASE NAME	LEASE DATE	LAND DESCRIPTION	RECORDED BOOK/ PAGE
[redacted]-A	[redacted] W-66542	05/01/1979	[redacted] SWNE	

198

[redacted] RELEASE OF OIL [redacted] GAS LEASE(S) [redacted]

Re: TXO Lease # 513759-000

STATE OF Wyoming)
) ss.
County of Sublette)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby relinquish, surrender, and forever quitclaim to the hereinafter named Lessors, their heirs, successors and Assigns, as their interest may appear, and any and all right, title and interest whatsoever presently owned by the undersigned in and to the lands described hereinbelow by virtue of the following described Oil and Gas Lease(s), to wit:

DATE OF LEASE: September 1, 1981

NAME OF LESSOR: Robert A. Springman, et ux

NAME OF LESSEE: William Exploration Company

RECORDING DATA: Book 64, Page 288

insofar as said Oil and Gas Lease(s) covers the following described lands:

225092

Township 30 North, Range 114 West
Sec 25: NE¼, NE¼NW¼, E½SE¼

Sublette County, Wyoming

RECORDED June 23 1989 9:45A M
IN BOOK 83 O&G PAGE 189
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

This Release is executed as of this 16 day of June, 1989.

TXO PRODUCTION CORP.

ATTEST:
By: [signature]
Assistant Secretary

By: [signature]
T.R. Warren
Executive Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
County of Dallas)

On this 16th day of June, 1989, before me, the undersigned, a Notary Public in and for the above referenced State and County, personally appeared T.R. Warren, known to me to be the Executive Vice President of the corporation that executed the within instrument and acknowledged that such corporation executed same.

[signature]
Notary Public

ROBIN RAWLINS
Notary Public, State of Texas
My Commission Expires 4-23-91

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 21st day of June, 1989,

by and between E.E. Engleman and Maurine Y. Engleman, husband and wife, 105 Willow Lane, Burleson, Texas 76028
herein referred to as assignor, (whether one or more) and

Huntington T. Walker
P.O. Box 2409
Denver, CO 80201-2409

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to one-half of one percent of 8/8ths (1/2 of 1% of 8/8ths) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

TOWNSHIP 28 NORTH: RANGE 114 WEST, 6th P.M.
Sec. 32: Lots 16,17,18,19,and 20
Containing 180.42 acres, more or less

This assignment is limited to those depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well, located in the NW/4 of Section 10, Township 28 North; Range 114 West in Sublette County, Wyoming.

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Edna M. Jones, as lessee, bearing No. W-17208 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

X E. E. Engleman
E. E. Engleman SS# 460-28-0429

X Maurine Y. Engleman
Maurine Y. Engleman

STATE OF Texas }
County of Dallas } ss.

On this 21 day of June, 1989, before me personally appeared E. E. Engleman and Maurine Y. Engleman, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

My commission expires 3/26/92

Notary Public

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 26 day of June A. D., 1989 at 11:00 o'clock; A m., and duly recorded in Book 83 Page 190 of the O.& Gas records, of said County.

Mary L. Lankford
County Clerk

By Mary Riley, Deputy

Rec. No. 225103 Fees, $ 4.00

Return to HUNT WALKER
P. O. BOX 2409
DENVER, CO 80201

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 21st day of June, 1989,

by and between E. E. Engleman and Maurine Y. Engleman, husband and wife, 105 Willow Lane, Burleson, Texas 76028
herein referred to as assignor, (whether one or more) and

Huntington T. Walker
P.O. Box 2409
Denver, CO 80201-2409
hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to one-half of one percent of 8/8ths (1/2 of 1% of 8/8ths) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

TOWNSHIP 28 NORTH: RANGE 114 WEST, 6th P.M.
Sec. 28: E/2NE/4; NW/4NE/4; NW/4SE/4
Containing 160.00 acres, more or less

This assignment is limited to those depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well, located in the NW/4 of Section 10, Township 28 North; Range 114 West in Sublette County, Wyoming.

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Edna M. Jones, as lessee, bearing No. W-20038 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

X E.E. Engleman
E.E. Engleman SS# 460-28-0429

X Maurine Y. Engleman
Maurine Y. Engleman

STATE OF Texas }
County of Dallas } ss.

On this 21 day of June, 1989, before me personally appeared E.E. Engleman and Maurine Y. Engleman, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

NELL L. GOLD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXPIRES
SEPT 26 1992

Evelyn L. Hudson
Notary Public

My commission expires 9/26/92

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 26 day of June A. D., 1989 at 11:00 o'clock; A m., and duly recorded in Book 83 Page 191 of the Oil & Gas records,

of said County.

Mary L. Lankford
County Clerk

By Mary Riley, Deputy

Rec. No. 225104 Fees, $ 4.00

Return to HUNT WALKER
P. O. BOX 2409
DENVER, CO 80201 2409

191

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 21st day of June, 1989,

by and between E.E. Engleman and Maurine Y. Engleman, husband and wife, 105 Willow Lane, Burleson, Texas 76028 herein referred to as assignor, (whether one or more) and

Huntington T. Walker
P.O. Box 2409
Denver, CO 80201-2409

hereinafter referred to as assignee, (whether one or more).

WITNESSETH:

The undersigned assignor for and in the consideration of the sum of $10.00 and other good and valuable considerations to assignor in hand paid by said assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer, set over and convey unto said assignee, heirs, personal representatives (or its successors) and assigns, an overriding royalty equal to one-half of one percent of 8/8ths (1/2 of 1% of 8/8ths) of the market value at the wells as produced of all of the oil and gas and other hydrocarbon substances which may be produced, saved and marketed from the following described lands situated in the County of Sublette, State of Wyoming to-wit:

TOWNSHIP 28 NORTH: RANGE 114 WEST, 6th P.M.
Sec. 33: SW/4NE/4
Containing 40.00 acres, more or less

This assignment is limited to those depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14, 122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well, located in the NW/4 of Section 10, Township 28 North; Range 114 West in Sublette County, Wyoming.

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Edna M. Jones, as lessee, bearing No. W-20039 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

X E.E. Engleman SS# 460-28-0429

X Maurine Y. Engleman
Maurine Y. Engleman

STATE OF Texas
County of Ellis } ss.

On this 21 day of June, 1989, before me personally appeared E.E. Engleman and Maurine Y. Engleman, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

My commission expires 3/26/92

Evelyn L. Gollen
Notary Public

STATE OF Wyoming
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 26 day of June A. D., 1989 at 11:00 o'clock; A m., and duly recorded in Book 83 Page 192 of the O.L. Gas records, of said County.

Mary L. Lankford
County Clerk

By Mary Ruby, Deputy

Rec. No. 225105 Fees, $ 4.00

Return to HUNT WALKER
P. O. BOX 2409
DENVER, CO 80201

Marvin D. Price Lease
Chevron Lease #997015

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P. O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Recorded Page	Description
Marvin D. Price Allene M. Price	6/21/85	75 O&G 451		T33N, R113W 6th PM Sec. 3: S/2SE/4, NW/4SE/4, E/2SW/4, SE/4NW/4 Sec. 10: N/2NE/4 Sec. 11: SE/4, SW/4NE/4 Sec. 12: SW/4SW/4 Sec. 13: N/2NW/4, W/2NE/4, SE/4NW/4, SE/4NE/4 NE/4SE/4 T33N, R112W 6th PM Sec. 18: Lot 3 (39.63), Lot 4 (39.64), SE/4SW/4

225120

RECORDED June 27 1989 9:45AM
IN BOOK 83 Of G PAGE 193
FEES $4.25 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease.

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

DATED the 7th day of June, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared J.P. HARRINGTON to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 7th day of June, 1989.

My commission expires:

Jan 19, 1992

Gloria E Hernandez
Notary Public

OFFICIAL SEAL
GLORIA E. HERNANDEZ
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Jan. 19, 1992

ORIGINAL 193

C. Lamont Miller
116137

194

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Page	Description
C. Lamont Miller, a single man	7/6/81	62 O&G	659	T33N, R108W Sec. 24: W½W½W½NE¼

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease;

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

225154 DATED the 19th day of June, 1989.

RECORDED June 29 1989 8:30 AM
IN BOOK 83 O&G PAGE 194
FEES 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

CHEVRON U.S.A. INC.

By J.P. Harrington
ASSISTANT SECRETARY

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared J.P. HARRINGTON to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 19th day of June, 1989.

My commission expires:
Feb. 26, 1993

Barbara J. Perine
Notary Public

OFFICIAL SEAL
BARBARA J. PERINE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Feb. 26, 1993

[redacted] ORIG[redacted]L [redacted]

William H. Reisner Jr. [redacted]
11553[redacted] [redacted] [redacted]

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Page	Description
William H. Reisner Jr. Ranch Ltd.	7/13/81	63 O&G	49	T33N, R109W Sec 13: E½SW¼, SE¼

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease;

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

225155 DATED the 3rd day of May, 1989.

CHEVRON U.S.A. INC.

RECORDED June 29 1989 8:50 AM
IN BOOK 83 O&G PAGE 195
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jane Riley

By J. P. Harrington

ASSISTANT SECRETARY

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared J.P. HARRINGTON to me personally known, ~~who being by me duly sworn did say that he,~~ with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 3 day of May, 1989.

My commission expires:

March 5, 1993

Arta Pilcher Blake
Notary Public

OFFICIAL SEAL
ARTA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Mar. 5, 1993

ORIGINAL 195

PRODUCERS 88-PAID CP
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of June, 19 89, by and between Pamela C. Johnson and Lou W. Johnson, wife and husband

whose post office address is 1267 East 5425 South Ogden, Utah 84403, hereinafter called Lessor (whether one or more) and Dolar Oil Properties whose post office address is 9035 South 700 East, Suite 100A Sandy, Utah 84070, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and 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 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼

Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

and containing 628.58 acres, more or less.

five (5) xxx

1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (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 Pamela C. Johnson
Pamela C. Johnson 225176
SS# [redacted]

x Lou W. Johnson
Lou W. Johnson
SS# [redacted]

RECORDED June 29 1989 11:30 AM
IN BOOK 83 O&G PAGE 196
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [redacted]

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

STATE OF UTAH }
COUNTY OF WEBER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of June, 1989, personally appeared Pamela C. Johnson and Lou W. Johnson, 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 they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

ROSEANN HUILLET
Notary Public
STATE OF UTAH
My Comm. Exp. Mar. 2, 1993
4140 Harrison Blvd., Ogden, UT 84403-2108

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 2, 1993 Roseann Huillet
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.

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

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

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

_____
Notary Public.

(SEAL)

My Commission expires _____

No. _____
FROM _____
TO _____
_____, 19____
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

198

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-62118

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Gilman A. Hill
Street 621 17th Street
City, State, ZIP Code Denver, CO 80293

If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West Section 28: All From the surface to the stratigraphic equivalent of 9670 feet as encountered in the New Tech Federal 1-28. Containing 640.00 acres, more or less Subject to that certain Farmout Agreement by and between BWAB 1984-86 Joint Venture, et al, Farmor and Gilman Hill, Farmee	56.25	56.25	-0-	3%	4.5%

225177

RECORDED June 29 1989 1:00 P.M.
IN BOOK 83 O&G PAGE 198
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective JUL 01 1989

By /s/ DAVID A. POMERINKE (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 20 1989 (Date)
For Assignee

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of April, 19 89

Name of Transferor BWAB Incorporated
Please type or print

Transferor or Attorney-in-fact William G. Mills, II
(Signature)

555 17th Street, Suite 1900
(Transferor's Address)

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

Executed this 26 day of May, 1989

Transferee or Attorney-in-fact Gilman A. Hill
(Signature)

Title 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.

200

Form [illegible]
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

W-62118

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Gilman A. Hill
621 17th Street
Denver, CO 80293

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West Section 28: All Fron the surface to the stratigraphic equivalent of 9670 feet as encountered in theNew Tech Federal 1-28 Containing 640.00 acres, more or less Subject to that certain Farmout Agreement by and between BWAB 1984-86 Joint Venture, et al, Farmor and Gilman Hill, Farmee.	18.75	18.75	-0-	3%	4.5%

225178

RECORDED June 29 1989 11:00 A M
IN BOOK 83 O&G PAGE 200
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective JUL 01 1989

By /s/ DAVID A. POMERINKE (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 20 1989 (Date)

For Assignee

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

art A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of April, 19 89

Name of Transferor: Frank A. Schultz (Please type or print)

Transferor: Frank A. Schultz (Signature) ZCK

or Attorney-in-fact: _____ (Signature)

500 North Akard Street, #2160 (Transferor's Address)

Dallas, TX 75201-3318 (City) (State) (Zip Code)

Executed this 26 day of May, 19 89

Transferee: Gilman A. Hill (Signature)

or Attorney-in-fact: _____ (Signature)

Title 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.

202

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-62118

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Gilman A. Hill
621 17th Street
Denver, CO 80293

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West Section 28: All Fron the surface to the stratigraphic equivalent of 9670 feet as encountered in the New Tech Federal 1-28. Containing 640.00 acres, more or less Subject to that certain Farmout Agreement by and between BWAB 1984-86 Joint Venture, et al, Farmor and Gilman Hill, Farmee.	25.00	25.00	-0-	3%	4.5%

225179

RECORDED June 29 19 89 1:00 P M
IN BOOK 83 O & G PAGE 202
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective JUL 0 1 1989

By /s/ DAVID A. POMERINKE (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 2 0 1989 (Date)

For Assignee

Part A (Continued) [redacted] TIONAL SPACE for Names and addresses of add[redacted] ferees in Item No. 1, if needed, or for Land Des[redacted] Item No. 3 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 13th day of April, 19 89

Name of Transferor KLABZUBA OIL AND GAS (Please type or print)

Transferor Robert Klabzuba

or

Attorney-in-fact Robert Klabzuba, General Partner

(Signature)

930 West First Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 26 day of May, 1989

Transferee Gibson A. Hill
(Signature)

or

Attorney-in-fact
(Signature)

Title 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.

204

Effective 11-86
Form ML-2
(revised 8-87)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 87-00351, effective August 2, 1987, described as follows:
Township 30 North, Range 114 West, 6th P.M.
Section 16: SW4NE4, NW4NW4, S2NW4

County Sublette Total Acres 160.00

ASSIGNOR, R. K. O'Connell

with address at 104 South Wolcott, Casper, WY 82601,

being the owner of 100.00 percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:
Township 30 North, Range 114 West, 6th P.M.
Section 16: SW4NE4, NW4NW4, S2NW4

Sublette County, Wyoming

225181

RECORDED June 29 19 89 3:00 P.
IN BOOK 83 O&G PAGE 204
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

for good and valuable consideration, hereby assigns to:

(1) High Plains Energy Company, assignee, with address at:
1600 Broadway, Suite 1565, Denver, CO 80202, 100.00 percent interest in the lease; None percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent interest in the lease; _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent interest in the lease, _____ percent overriding royalty

(totaling 100.00 percent of full leasehold interest), insofar as it covers the following described land:
Township 30 North, Range 114 West, 6th P.M.
Section 16: SW4NE4, NW4NW4, S2NW4

Sublette, County, Wyoming

containing 160.00 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: 0.83333%, subject to: the terms and conditions of that certain letter agreement dated 4/3/89 between Assignor and Assignee herein.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the [redacted] and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 3rd day of April, 19 89

Assignor - Lessee

WITNESS:

By: R. K. O'Connell
XXXXX:

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming)
) ss.
County of Natrona)

On this 5th day of April, 19 89, before me personally appeared R. K. O'Connell, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 5th day of April, 19 89.

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1990

Cindy L. King
Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 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 foregoing instrument was signed 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 _____, 19___.

Notary Public

My Commission expires: _____

Assignment approved by the Commissioner of Public Lands:_____

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

206

LEASE SERIAL NO. 87-00351

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

ASSIGNEE CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ____ Individual

____ General Partnership

____ Limited Partnership

__X__ Corporation.

Assignee agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee 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 to said lease, to properly abandon all wells, to restore the leased land upon completion of any 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 rules and regulations of the Board of Land Commissioners.

Designated responsible party for all lease rental payments, royalty payments, and correspondence:

High Plains Energy Company

Address: 1600 Broadway, Suite 1565

Denver, CO 80202

Telephone: (303) 830-0888

George W. Clay IV

Assignee's Signature George W. Clay IV, President

1600 Broadway, Suite 1565, Denver, CO 80202
Assignee's Address

Date

ATTEST SEAL

James F. Winter

Assignee's Signature James F. Winter, Secretary

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

Effective 11-86
Form ML-2
(revised 8-87)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 87-00241, effective June 2, 19 87, described as follows:
Township 30 North, Range 114 West, 6th P.M.
Section 36: W2

County Sublette Total Acres 320.00

ASSIGNOR, R. K. O'Connell

with address at P.O. Box 2003, Casper, WY 82602,

being the owner of 100.00 percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:
Township 30 North, Range 114 West, 6th P.M.
Section 36: W2

Sublette County, Wyoming

225182

RECORDED June 29 19 89 3:00 P.M.
IN BOOK 83 O&G PAGE 207
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
TO: SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

for good and valuable consideration, hereby assigns

(1) High Plains Energy Company, assignee, with address at:
1600 Broadway, Suite 1565, Denver, Colorado 80202, 100.00 percent
interest in the lease; None percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease; _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease, _____ percent overriding royalty

(totaling 100.00 percent of full leasehold interest), insofar as it covers the following described land:
Township 30 North, Range 114 West, 6th P.M.
Section 36: W2

Sublette County, Wyoming

containing 320.00 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: 0.83333%, subject to: the terms and conditions of that certain letter agreement dated 4/3/89 between Assignor and Assignee herein.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 3rd day of April, 1989

WITNESS:

_____

_____
Assignor - Lessee

By: R. K. O'Connell
Printed

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming)
) ss.
County of Natrona)

On this 5th day of April, 19 89, before me personally appeared R. K. O'Connell, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 5th day of April, 1989.

My Commission expires: CINDY L. KING - Notary Public, County of _____, State of Wyoming, My Commission Expires July 3, 1990

Cindy L King
Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 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 foregoing instrument was signed 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 _____, 19___.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] LEASE SERIAL NO. 87-00241 [redacted]

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

ASSIGNEE CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ____ Individual

____ General Partnership

____ Limited Partnership

__X__ Corporation.

Assignee agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee 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 to said lease, to properly abandon all wells, to restore the leased land upon completion of any 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 rules and regulations of the Board of Land Commissioners.

Designated responsible party for all lease rental payments, royalty payments, and correspondence:

High Plains Energy Company

Address: 1600 Broadway, Suite 1565

Denver, CO 80202

Telephone: (303) 830-0888

George W. Clay IV

Assignee's Signature George W. Clay IV, President

1600 Broadway, Suite 1565, Denver, CO 80202
Assignee's Address

Date

SEAL
ATTEST:

James F. Winter

Assignee's Signature James F. Winter, Secretary

Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

210

[redacted]

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.

W-80105

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* High Plains Energy Company
   Street 1600 Broadway, Suite 1565
   City, State, ZIP Code Denver, Colorado 80202

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 15: NW4NE4, N2NW4 Containing 120.00 acres, more or less Sublette County, Wyoming From the surface of the earth to the base of the 2nd Frontier Formation as encountered in the American Quasar Petroleum #33-24 Riley Ridge Federal well located in the SE4SW4 of Section 33, T30N-R114W. Subject to the terms and conditions of that certain letter agreement dated May 2, 1989 between Assignor and Assignee herein.	100%	100%	None	4.0%	None

225183

RECORDED June 29 1989 3:00 P M
IN BOOK 83 O & G PAGE 210
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Tear [redacted] Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

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 4th day of May, 19 89, personally appeared Wanda C. Orchard, formerly known as Wanda McKee and Sandra J. Kolm - Notary Public State of Wyoming County of Natrona, 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.

My Commission Expires Aug. 2, 1992

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

My Commission Expires 8-2-92

Sandra J. Kolm
Notary Public.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4 day of May, 1989

Name of Transferor Wanda C. Orchard, formerly known as Wanda C. McKee
Please type or print

Transferor Wanda C. Orchard
(Signature)

or

Attorney-in-fact
(Signature)

1410 S. Melrose Street
(Transferor's Address)

Casper (City) WY (State) 82601 (Zip Code)

Executed this 8th day of May, 1989

Transferee HIGH PLAINS ENERGY COMPANY

George W. Clay IV (Signature)

or

Attorney-in-fact Attest:

Title 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.

212

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.
WYW-113662

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* (Assingee) High Plains Energy Company
   Street 1600 Broadway, Suite 1565
   City, State, ZIP Code Denver, CO 80202

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 113 West, 6th P.M. Section 6: Lots 6(43.45), 7(43.40), E2SW4 Section 11: W2 Section 30: NE4NE4 Section 31: Lots 2(44.04), 3(44.10), 4(44.17), E2SW4, SW4SE4 Containing 779.16 acres, more or less Sublette County, Wyoming From the surface of the earth to the stratagraphic equivalent of the base of the Mesaverde formation Subject to the terms and conditions of that certain letter agreement dated 4/3/89 between Assignor and Assignee herein.	100.00%	100.00%	None	5.00%	None

225184

RECORDED June 29 A.D. 89 3:00 P M
IN BOOK 83 O&G PAGE 212
FEE $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Brian Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Descriptions in Item No. 2 if needed.

State of Wyoming }
County of Natrona } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 5th day of April A. D. 1989 before me personally appeared C S. O'Connell to me personally known, who, being by me duly sworn, did say that she is the President of Hawthorn Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. S. O'Connell acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of April A. D. 1989

(SEAL)

SHIRLEY D. WENN - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 19, 1991

My Commission expires

Shirley D. Wenn
Notary Public.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 3rd day of April, 1989

(Assignor)
Name of Transferor Hawthorn Oil Company
Please type or print

Transferor [signature] President
(Signature)
or
[illegible]
(Signature)
Attest: [signature]

P.O. Box 1193
(Transferor's Address)
Casper, WY 82602
(City) (State) (Zip Code)

Executed this 3rd day of April, 1989

HIGH PLAINS ENERGY COMPANY

Transferee George W. Clay IV
(Signature) President
or
[illegible]
(Signature)
Attest: James F. Winter, Secretary
(Signature)

Title 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.

214

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of May, 19 89, by and between ~~John Schneider and Erika Schneider, husband and wife, and~~ Frank Schneider a married man dealing in his sole and separate property

whose post office address is 1167 Navajo Street, Salt Lake City, UT 84104, hereinafter called Lessor (whether one or more) and HIGH PLAINS ENERGY COMPANY, whose post office address is 1600 Broadway, Suite 1565, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of $10.00 (Ten and More) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit

225185

Township 29 North, Range 114 West, 6th P.M.
Section 3: N2SE4

RECORDED June 29 1989 3:00 PM
IN BOOK 83 O&G PAGE 214
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

and containing 80.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Leassee 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 ~~John Schneider~~

~~SS#~~

X ~~Erika Schneider~~

X Frank Schneider

SS# 528-32-1147

Printed by P&M Printing (303) 423-4691

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_____, 1989, personally appeared ~~John Sohneider and Erika Schneider, husband and wife~~

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 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 21st day of June, 1989, personally appeared Frank Schneider in his sole and separate property

and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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 April 6, 1992

_____ Notary Public.

Address: Salt Lake City, Utah

NOTARY PUBLIC
My Commission Expires April 6, 1992
CHARLES L. MASON
P. O. Box 181118
UT 84118
STATE OF UTAH

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_____acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this_____day of_____, A.D. 19____.

_____
Notary Public.

Address: _____

(SEAL)

My Commission expires_____

No._____

FROM

TO

Dated_____, 19____

No. Acres_____

County,_____

2/15

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

216

Producers 88

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of April, 19 89 by and between Robert A. Springman and Wilda Springman, husband and wife, Box 749, Big Piney, Wyoming 83113, of

hereinafter called lessor (whether one or more) and High Plains Energy Company, 1600 Broadway, Suite 1565, Denver, Colorado 80202 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $10.00 and more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4, NE4NW4, E2SE4

225186

RECORDED June 29 1989 M
IN BOOK 83 O&G PAGE 216
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

of Section ....., Township ....., Range ....., and containing 280.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of 4 years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands. WS

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal ~~one-eighth~~ part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~one-eighth~~ royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks. 16%

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ~~one-eighth~~, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty 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, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease. 16% RS WS

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Key Bank of Wyoming Bank at 440 Budd Ave., Box 428, Big Piney, WY 83113, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Two Hundred Eighty and 00/100 ($280.00) DOLLARS

($) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months 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. 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his operation to growing crops on said lands.

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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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 pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

[redacted] [redacted] [redacted]

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

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

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

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

Robert A Springman
Robert A. Springman
S.S.# 520-38-8400

Wilda Springman
Wilda Springman
S.S.# 520-42-0627

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 18th day of April, 19 89, before me, personally appeared Robert A. Springman and Wilda Springman, husband and wife, to me known to be the person S described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

My commission expires: 1/10/91

Kathleen A. Lemon
Notary Public.

My Commission Expires Jan. 10, 1991

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

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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

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

My commission expires:

.....
Notary Public.

Oil and Gas Lease

No.....

FROM .....

TO .....

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

No. Acres ..... County .....

Term .....

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

..... Register of Deeds.

By ....., Deputy

When recorded return to .....

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

CORPORATE, North Dakota, South Dakota, Nebraska

On this ..... day of ..... in the year ....., before me, a Notary Public, personally appeared .....,

known to me to be the ..... of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

.....
Notary Public.

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated **April 10, 1989** by and between **Robert A. Springman and Wilda Springman, husband and wife,** as Lessor, and **HIGH PLAINS ENERGY COMPANY,** as Lessee, covering the following described lands:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4, NE4NW4, E2SE4
Containing 280.00 acres, more or less

1. **OPTION TO RENEW:** Notwithstanding anything contained herein to the contrary, it is hereby agreed that this lease shall terminate as herein provided, unless on or before **April 10, 1993** (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or to the credit of the Lessor in the Key Bank of Wyoming, 440 Budd Ave., Box 428, Big Piney, Wyoming 83113, or any successor bank, a sum equal to **One Hundred Percent (100%)** of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from **April 10, 1993,** according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor or to said bank on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date; If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original Lessor in said lease.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the 2nd Frontier Formation (Approximately 7,772 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Second Frontier Formation as defined in paragraph two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, 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 exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

4. **SHUT IN CLAUSE:** The shut in clause contained in the oil and gas lease attached hereto shall not hold the lease for more than five years past it's primary term (or any extension thereof) or five years after a well has been shut in, whichever is longer. Further shut in clause stipulations have been agreed to in a separate letter agreement dated April 10, 1989.

SIGNED FOR IDENTIFICATION

Robert A Springman
Robert A. Springman

Wilda Springman
Wilda Springman

RELEASE OF LEASES

LEASE NO. 638017---

AMOCO PRODUCTION COMPANY, a Delaware corporation, of Tulsa with an office in Denver, Colorado does hereby release, relinquish and surrender all of its right, title and interest in and to those certain oil and gas, or oil, gas, and mineral leases, only in so far as said leases cover the land located in the County of Sublette State of Wyoming, more particularly described in Schedule hereto attached and marked EXHIBIT "A".

Executed this 26th day of June, 1989.

225188

AMOCO PRODUCTION COMPANY

R. W. Steinhaus
Attorney-In-Fact

APPROVED
7/5/4
G.W.

RECORDED June 29 1989 3:50 P.M.
IN BOOK 83 O&G PAGE 220
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 26th day of June 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. W. Steinhaus 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 R. W. Steinhaus 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 26th day of June, 1989.

My commission expires 6/20/92

Notary Public

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

Expire April 1989 Cal. -gw

EXHIBIT A

LEASE SCHEDULE

STATE OF WYOMING COUNTY OF SUBLETTE

PROPERTY NO **** LESSOR	******** LESSEE ****	DATED	BOOK	PAGE	FILE/DOCUMENT
638017 -- - U S A	PINSON, N	05/01/79	58	382	177894

GOVERNMENTAL LEASE NO. W-67561

DESCRIPTION --TRACT 1-T27N R110W SEC 5: LOTS 1,2,3,4, S/2N/2, S/2
TRACT 2-T27N R110W SEC 20: ALL
TRACT 3-T27N R110W SEC 21: E/2

END OF SCHEDULE

221

Producers 88

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 10th day of April 19 89 by and between Karen Davis, also known as Karen Sue Luce Davis, also known as Karen Sue Luce Dean, Individually and as Executrix for the Estate of Shirley B. Luce, and as Natural Guardian for Benny James, also known as Benny James Davis and Bradley Reece Davis, 180 West, 600 North, Farmington, Utah 84025
hereinafter called lessor (whether one or more) and High Plains Energy Company, 1600 Broadway, Suite 1565, Denver, Colorado 80202
hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ 10.00 and more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain

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

Township 30 North, Range 114 West, 6th P.M.
Section 34: N2NE4, SE4NE4
Section 35: SW4NW4, NW4SW4

225190

RECORDED June 29 1989 4:00 PM
IN BOOK 83 O&G PAGE 222
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

of Section ....., Township ....., Range ....., and containing 200.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of 4 years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal ~~one-eighth~~ 16% part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~one-eighth~~ 16% royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ~~one-eighth~~ 16%, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty 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, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor at the above Lessor's address ....., which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Two Hundred and 00/100 ($200.00) DOLLARS

($ .....) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any asignee thereof, mailed or delivered on or before the rental paying date. 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an 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

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his operation to growing crops on said lands.

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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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 pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

[redacted] [redacted] [redacted]

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

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

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

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

Karen Davis

Karen Davis Individually and as Executrix for the Estate of Shirley B. Luce, and as Natural Guardian for Benny James, aka Benny James Davis and Bradley Reece Davis

S.S.# 520-58-2185

ACKNOWLEDGMENTS

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

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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

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

My commission expires:

.....
Notary Public.

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

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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

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

My commission expires:

.....
Notary Public.

No. .....

Oil and Gas Lease

FROM .....

TO [redacted]

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

No. Acres .....

County .....

Term .....

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

Register of Deeds.

By ....., Deputy

When recorded return to .....

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

CORPORATE, North Dakota, South Dakota, Nebraska

On this ..... day of ..... in the year ....., before me, a Notary Public, personally appeared .....,

known to me to be the .....of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires:

.....
Notary Public.

[redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated April 10, 1989 by and between Karen Davis, also known as Karen Sue Luce Davis, also known as Karen Sue Luce Dean, Individually and as Executrix for the Estate of Shirley B. Luce, and as Natural Guardian for Benny James, also known as Benny James Davis and Bradley Reece Davis, hereinafter referred to as Lessor, and HIGH PLAINS ENERGY COMPANY, hereinafter referred to as Lessee, covering the following described property:

Township 30 North, Range 114 West, 6th P.M.
Section 34: N2NE4, SE4NE4
Section 35: SW4NW4, NW4SW4
Containing 200.00 acres, more or less

1. **OPTION TO RENEW:** Notwithstanding anything contained herein to the contrary, it is hereby agreed that this lease shall terminate as herein provided, unless on or before **April 10, 1993** (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor ~~or to the credit of the Lessor in the~~ at Lessor's address set out in this lease _____ ~~bank, or any successor bank~~, a sum equal to **One Hundred Percent (100%)** of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from **April 10, 1993** according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor or to said bank on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date; If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original Lessor in said lease.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the 2nd Frontier Formation (Approximately 7,772 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

[redacted] [redacted] [redacted]

3. OPTION TO LEASE DEEP RIGHTS: 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 acquire from Lessor an interest covering any or all the substances covered by this lease and covering all or a portion of the land described herein with said interest 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, 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 exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and 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 the section. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

SIGNED FOR IDENTIFICATION

Karen Davis

Karen Davis, also known as Karen Sue Luce Davis,
also known as Karen Sue Luce Dean, Individually
and as Executrix for the Estate of Shirley B. Luce,
and as Natural Guardian for Benny James, also known
as Benny James Davis and Bradley Reece Davis

[redacted]

STATE OF Utah)
) ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 20th day of June, 1989, Karen Davis, also known as Karen Sue Luce Davis, also known as Karen Sue Luce Dean, Individually and as Executrix for the Estate of Shirley B. Luce, and as natural guardian for Benny James, also known as Benny James Davis and Bradley Reece Davis.

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 JUNE 21, 1989

Notary Public

GENIMAE S. HYLAND NOTARY PUBLIC STATE OF UTAH

[redacted]

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. K. O'CONNELL, a married man dealing in his sole and separate property, and R. K. O'Connell, trustee of the R. K. O'CONNELL PENSION PLAN, of 104 South Wolcott, Casper, Wyoming 82601, 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 HIGH PLAINS ENERGY COMPANY, of 1600 Broadway, Suite 1565, Denver, Colorado 80202 hereinafter called Assignee, ONE HUNDRED PERCENT (100%) of its right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said leases cover those rights from the surface of the ground to the Base of of the Mesaverde Formation, together with the rights incident thereto. ~~and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.~~

The Assignor herein hereby expressly excepts, reserves, and retains title to those certain overriding royalties as set out on Exhibit "A" hereto of all oil, gas and casinghead gas produced, saved, and marketed from the above-described land under the provisions of the aforesaid leases, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom. It is hereby understood that the overriding royalties reserved herein are inclusive of all burdens existing at the date of this assignment, it being the intent that no leases being delivered to Assignee herein shall have total burdens greater than 17.5%. This assignment is subject to all the terms and conditions of that certain agreement dated April 3, 1989, between R. K. O'Connell, R. K. O'Connell Pension Plan, Hawthorne Oil Company (Assignors) and High Plains Energy Company (Assignee).

If Assignor's interest in the Oil and Gas Leases described in Exhibit "A" hereto is less than the entire interest, or if said Oil and Gas Leases cover less than the entire fee title, then the overriding royalty interests reserved shall be reduced proportionately.

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignee the rights, interests and properties conveyed or intended to be conveyed hereby.

Assignor states that it is the lawful owner of and has good title to the interests assigned herein in and to said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims, and that Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED this 5th day of April, 1989.

R. K. O'CONNELL PENSION PLAN

By: R. K. O'Connell, trustee

R. K. O'CONNELL

225191

RECORDED June 29 1989 4:00 PM
IN BOOK 83 O&G PAGE 227
FEES 11.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 5th day of April, 1989, by R. K. O'Connell as trustee of the R. K. O'Connell Pension Plan.

WITNESS my hand and notarial seal.

My Commission Expires: 7/3/90

CINDY L. KING - Notary Public
County of Natrona
My Commission Expires July 3, 1990

Cindy L. King
Notary Public

227

BLANKET ASSIGNMENT OF OIL AND GAS LEASES
PAGE 2

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 5th day of April, 1989, by R. K. O'Connell, a married man dealing in his sole and separate property.

WITNESS my hand and notarial seal.

My Commission Expires 7/3/90

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1990

Cindy L King
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Blanket Assignment of Oil and Gas Leases dated April 5th, 1989, by and between R. K. O'Connell and the R. K. O'Connell Pension Plan, as Assignor and High Plains Energy Company, as Assignee.

TRACT 1 - LANDS BEING ASSIGNED

Township 29 North, Range 114 West 6th P.M.
Section 11: SE4NE4
Section 12: NE4, N2SE4, NE4SW4, S2NW4
Containing 400.00 acres
Sublette County, Wyoming

TRACT 1 - LEASE BEING ASSIGNED

ORR RESERVED	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
2.5%	Robert V. Thompson and Bette M. Thompson, husband and wife	R. K. O'Connell	November 17, 1985	76 - 8

TRACT 2 - LANDS BEING ASSIGNED

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5(42.66), 6(41.64), 7(40.61), W2SE4, E2SW4, SE4NW4
Section 7: Lots 1(40.14), 2(40.21), W2NE4, E2NW4

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5(40.32), 6(40.57), 7(40.46), SW4NE4, W2SE4
Containing 806.61 acres Sublette County, Wyoming

TRACT 2 - LEASE BEING ASSIGNED

ORR RESERVED	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
2.5%	Robert V. Thompson and Bette M. Thompson, husband and wife	R. K. O'Connell	May 22, 1986	77 - 137

TRACT 3 - LANDS BEING ASSIGNED

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2(35.77), 3(36.33), S2NW4, SW4NE4, SW4, W2SE4
Section 6: S2NE4, E2SE4
Section 8: NE4NW4
Containing 632.10 acres Sublette County, Wyoming

TRACT 3 - LEASE BEING ASSIGNED

ORR RESERVED	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
2.5%	Robert V. Thompson and Bette M. Thompson, husband and wife	R. K. O'Connell	November 17, 1985	76 - 5

Exhibit "A" - Blanket Assignment of Oil and Gas Lease
R. K. O'Connell/R. K. O'Connell Pension Plan to High Plains Energy Company

TRACT 4 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: SE4NE4, W2NE4, NW4
Section 23: SE4NE4, W2NE4, NW4, N2S2
Containing 960.00 acres Sublette County, Wyoming

TRACT 4 - LEASES BEING ASSIGNED

ORR RESERVED	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
5.0%	Inez P. Finnegan, also known as Inez Finnegan, a widow	R. K. O'Connell	December 8, 1985	76 - 417
5.0%	Clifford R. Daniels, same person as Clifford P. Daniels and Sophie M. Daniels, husband and wife	R. K. O'Connell	December 30, 1985	76 - 415
5.0%	Kenneth M. Gloster and Pat Gloster, husband and wife	R. K. O'Connell	February 3, 1986	76 - 647
5.0%	Kessler Gossage and Barbara Gossage, husband and wife	R. K. O'Connell	February 3, 1986	76 - 649
5.0%	Dru Van Riper and John Van Riper, wife and husband	R. K. O'Connell	February 3, 1986	76 - 651
5.0%	Charles R. Springman, a single man	R. K. O'Connell	February 3, 1986	76 - 653
5.0%	Frank J. Springman, a single man	R. K. O'Connell	February 3, 1986	76 - 655
5.0%	Shannon M. Trivelpiece and Robert Trivelpiece, wife and husband	R. K. O'Connell	February 3, 1986	76 - 657

END OF EXHIBIT "A"

[redacted] [redacted] [redacted]

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between James F. Michelson and Mae E. Michelson, his wife, Bette Michelson Thompson, Tharon Lee Greenwood and Gordon Michelson as Lessor, and C. I. Justheim and J. H. Morgan, Sr. as Lessee, dated the 17th day of September 1954, covering the following described land, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 4: W2SW4, SE4SW4
Section 8: All excepting SW4NE4
Section 17: NW4NE4, E2NW4

and containing 840.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 10 of Photos, at Page 240.

225193

WITNESS the following signatures this 5th day of June, 1989.

RECORDED June 29 1989 4:30 P M
IN BOOK 83 O&G PAGE 231
FEES 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Enron Oil & Gas Company
as Successor-In-Interest to
Belco Petroleum Corporation

ATTEST: _____ By: _____
D. Weaver, Agent & Attorney-in-Fact

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 5th day of June, 1989, before me personally appeared D. Weaver, to me personally known, who, being by me duly sworn, did say that he is the Agent & Attorney-in-Fact of Enron Oil & Gas 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 5th day of June, 1989.

My Commission Expires 5-17-92

CHERYL A. HAUGEN NOTARY PUBLIC STATE OF COLORADO

Notary Public
Cheryl A. Haugen
1801 California Street
Suite 4800
Denver, Colorado 80202

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between James F. Mickelson and Mae E. Mickelson, his wife, Bette Mickelson Thompson, Tharen Lee Mickelson and Gordon Mickelson as Lessors, and J. H. Morgan and C. I. Justheim, as Lessees, dated the 16th day of September, 1948, covering the following described land, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 4: W2SW4, SE4SW4
Section 5: Lot 2, SW4NE4, S2NW4, S2 and Lot 3
Section 6: Lots 5, 6, 7, S2NE4, SE4NW4, E2SW4, SE4
Section 7: Lots 1, 2, NE4, E2NW4, NE4SE4
Section 8: All excepting SW4NE4
Section 9: NW4, W2SW4
Section 17: NW4NE4, E2NW4

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5, 6, 7, SW4NE4, W2SE4
Section 12: NE4, N2SE4

and containing 2,922.38 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 2 of Photos, at Page 217.

WITNESS the following signatures this 18th day of May, 1989.

X Arthur B. Belfer

Arthur B. Belfer

225194

RECORDED June 29 19 89 4:30 P M
IN BOOK 83 O&G PAGE 232
FEES $5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 18th day of May, 1989, by Arthur B. Belfer.

WITNESS my hand and notarial seal.

My Commission Expires _____

MARY L. DEL VECCHIO
Notary Public, State of New York
No. 31-4868845
Qualified in New York County
Commission Expires 8/25/90

Mary L. Del Vecchio
Notary Public

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Betty Thompson as Lessor, and Belco Petroleum Corporation, as Lessee, dated the 28th day of May, 1971, covering the following described land, to-wit:

Township 29 North, Range 113 West, 6th P.M.
Section 4: W2SW4, SE4SW4
Section 5: S2, S2NW4, SW4NE4, Lots 3, 2
Section 6: SE4, S2NE4, SE4NW4, E2SW4, Lots 5, 6, 7
Section 7: NE4, NE4SE4, E2NW4, Lots 1, 2
Section 8: S2, NW4, N2NE4, SE4NE4
Section 9: NW4, W2SW4
Section 17: E2NW4, NW4NE4

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5, 6, 7, SW4NE4, W2SE4

and containing 2,668.71 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 47 of Photos, at Page 125.

225195

WITNESS the following signatures this 16th day of May, 1989.

RECORDED June 29 1989 4:30 PM
IN BOOK 83 O&G PAGE 233
FEES 4.25 Mary L Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mon Riley

Enron Oil & Gas Company
as Successor-In-Interest to
Belco Petroleum Corporation

ATTEST: _____ By: _____
D. Weaver, Agent & Attorney-in-Fact

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 16th day of May, 1989, before me personally appeared D. Weaver, to me personally known, who, being by me duly sworn, did say that he is the Agent & Attorney-in-Fact of Enron Oil & Gas 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of May, 1989.

My Commission Expires 3/27/93

NOTARY PUBLIC DEBBIE SPEARS STATE OF COLORADO

Notary Public Debbie Spears
1801 California St. #3400
Denver, CO 80202

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Robert Springman and Wilda Springman, husband and wife as Lessor, and Williams Exploration Company, as Lessee, dated the 9th day of January, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4, NE4NW4, E2SE4

and containing 280.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 64 of Photos, at Page 288.

WITNESS the following signatures this 6th day of June, 1989.

Fina Oil and Chemical Company,
a Delaware Corporation

ATTEST: _____ By: Richard C Lindley
RICHARD C. LINDLEY
ATTORNEY-IN-FACT

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

On this 6th day of June, 1989, before me personally appeared Richard C. Lindley, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Fina Oil and Chemical 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of June, 1989.

My Commission Expires July 28, 1992

Susan Wedel
Notary Public

SUSAN WEDEL NOTARY PUBLIC IN AND FOR OKLAHOMA CANADIAN

225196

RECORDED June 29 1989 4:30 P M
IN BOOK 83 O&G PAGE 234
FEES $4.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Robert Springman and Wilda Springman, husband and wife as Lessor, and Williams Exploration Company, as Lessee, dated the 9th day of January, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4, NE4NW4, E2SE4

and containing 280.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 64 of Photos, at Page 288.

WITNESS the following signatures this 20th day of June, 1989.

PACIFIC ENTERPRISES OIL COMPANY (USA) SUCCESSOR IN INTEREST TO
Terra Resources, Inc. a Delaware Corporation

ATTEST: James P. Niedermeyer
JAMES P. NIEDERMEYER
ASSISTANT SECRETARY

By: Daniel E. Thorne
DAN E. THORNE
VICE PRESIDENT-FINANCE
VICE PRESIDENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 20th day of June, 1989, before me personally appeared Daniel E. Thorne, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Pacific Enterprises Oil Company (USA) S/I to Terra Resources, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of June, 1989.

My Commission Expires 4-14-93

CECILIA DRAKE NOTARY PUBLIC IN AND FOR TULSA COUNTY, STATE OF OKLAHOMA

Cecilia Drake
Notary Public in and for
Tulsa County, Oklahoma

225197

RECORDED June 29 19 89 4:45 PM
IN BOOK 83 O&G PAGE 235
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Charles R. Springman, a divorced man as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, dated the 16th day of May, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: NW4, W2NE4. SE4NE4
Section 23: NW4, N2S2, W2NE4, SE4NE4

and containing 960.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 562.

WITNESS the following signatures this 19th day of June, 1989.

Wolverine Exploration Company
as Successor-In-Interest to
American Quasar Petroleum Co. of
New Mexico

ATTEST: [signature] X

By: [signature] X
Glenn A. Adams
Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 19th day of June, 1989, before me personally appeared Glenn A. Adams to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Wolverine Exploration Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 19th day of June, 1989.

My Commission Expires 1-9-93

[signature]
Notary Public

225198

RECORDED June 29 1989 4:45 PM
IN BOOK 83 O&G PAGE 236
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Virgina L. Springman, a widow as Lessor, and American Quasar Petroleum Co. of New Mexico, as Lessee, dated the 16th day of May, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: NW4, W2NE4, SE4NE4
Section 23: NW4, N2S2, W2NE4, SE4NE4

and containing 960.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 558.

WITNESS the following signatures this 19th ✓ day of June ✓, 1989.

Wolverine Exploration Company
as Successor-In-Interest to
American Quasar Petroleum Co. of
New Mexico

ATTEST: Lela Lenning X

By: _____ X
Glenn A. Adams
Attorney-in-Fact

STATE OF TEXAS ✓)
) ss.
COUNTY OF TARRANT ✓)

On this 19th ✓ day of June ✓, 1989, before me personally appeared Glenn A. Adams ✓, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact ✓ of Wolverine Exploration Company ✓, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 19th ✓ day of June ✓, 1989.

My Commission Expires ✓

Lela Lenning ✓
Notary Public

225199

RECORDED June 29 1989 4:45 P M
IN BOOK 83 of G PAGE 237
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

237

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Fern S. Hasting, a divorced man as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, dated the 16th day of May, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: NW4, W2NE4, SE4NE4
Section 23: NW4, N2S2, W2NE4, SE4NE4

and containing 960.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 570.

WITNESS the following signatures this 15th day of June, 1989.

WOLVERINE EXPLORATION CO. CORPORATE SEAL

ATTEST: Lola M. Lemmon

Wolverine Exploration Company
as Successor-In-Interest to
American Quasar Petroleum Co. of New Mexico

By: _____
Glenn A. Adams
Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 15th day of June, 1989, before me personally appeared Glenn A. Adams, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Wolverine Exploration Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of June, 1989.

My Commission Expires 10/31/92

CARMEN HOLMGREN NOTARY PUBLIC STATE OF TEXAS EXPIRES OCTOBER 31, 1992

Carmen Holmgren
Notary Public

225200

RECORDED June 29 1989 4:45 P M
IN BOOK 83 O&G PAGE 238
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary L. Lankford

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Frank J. Springman, a single man as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, dated the 16th day of May, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: NW4, W2NE4, SE4NE4
Section 23: NW4, N2S2, W2NE4, SE4NE4

and containing 960.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 566.

WITNESS the following signatures this 15th day of June, 1989.

WOLVERINE EXPLORATION CO. CORPORATE SEAL

Wolverine Exploration Company
as Successor-In-Interest to
American Quasar Petroleum Co. of New Mexico

By: _____
Glenn A. Adams
Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 15th day of June, 1989, before me personally appeared Glenn A. Adams, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Wolverine Exploration Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of June, 1989.

My Commission Expires 10/31/92

CARMEN HOLMGREN NOTARY PUBLIC STATE OF TEXAS EXPIRES OCTOBER 31, 1992

Carmen Holmgren
Notary Public

225201

RECORDED June 29 1989 4:45 PM
IN BOOK 83 O & G PAGE 239
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

240

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

225217

RECORDED July 3 1989 11:56 A.M
IN BOOK 83 O&G PAGE 240
FEES 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW All MEN BY THESE PRESENTS: That Energetics 1983 Year-End Ltd., a Colorado limited partnership, ("Assignor") for $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Bishop Petroleum Corporation, a Colorado corporation, with offices at 1580 Lincoln Street, Suite 880, Denver, Colorado 80203 ("Assignee"), an undivided interest of 68.16975% of Assignor's right, title and interest now or hereafter acquired in and to the following:

(a) the lands and oil and gas leases described on Exhibit "A", attached hereto and made a part hereof, regardless of whether such interests are mineral, surface, leasehold, overriding royalty or otherwise, together with any amendments, ratifications, extensions, renewals and subleases relating to same (the "leases"); and

(b) all oil, gas, water disposal and other wells located on the leases or on lands pooled or unitized therewith described in Exhibit "B"; and

(c) all agreements product purchase and sale contracts, leases of surface and/or equipment and facilities, permits, rights-of-way, easements, licenses, farmouts, farmins, servitudes, bottom hole agreements, acreage contribution agreements, operating agreements, pooling agreements, unit agreements, processing agreements and interests, options and orders associated with the aforesaid lands and oil and gas leases (the "Agreements"); and

(d) all personal property, fixtures and equipment appurtenant thereto or used or obtained in connection with the Leases and the Agreements. HOWEVER, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS All WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING, BUT WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, SUCH THAT All SUCH PERSONAL PROPERTY, EQUIPMENT AND IMPROVEMENTS COVERED BY THIS INSTRUMENT ARE SOLD "AS IS, WHERE IS."

(herein collectively referred to as the "Conveyed Properties").

TO HAVE AND TO HOLD the Conveyed Properties, together with all and singular the rights and privileges pertaining thereto, unto Assignee, its successors and assigns, forever subject to any and all reservations of overriding royalty interest and/or net profits interests burdening the leases described on Exhibit "A".

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY EXPRESSED OR IMPLIED BUT WITH FULL SUBSTITUTION AND SUBROGATION OF ASSIGNEE IN AND TO ALL COVENANTS AND WARRANTIES BY OTHERS HERETOFORE GIVEN OR MADE IN RESPECT TO THE CONVEYED PROPERTIES.

Separate assignments or transfers of the Conveyed Properties may be executed on approved forms by or on behalf of Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments or transfers shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as though the same were fully set forth in each such assignment. The interests conveyed by such separate assignments or transfers are the same, and not in addition to, the interests conveyed herein.

This Assignment shall inure to and be binding upon successors in interest and assigns of Assignor and Assignee.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance is executed on the 27th day of June, 1989, but is to be effective January 1, 1989 (the Effective Date).

ATTEST

ENERGETICS OPERATING COMPANY
CORPORATE SEAL
COLORADO

BY: _____
Mark O. Tidwell
Secretary

ENERGETICS 1983 YEAR-END LTD.,
by Energetics Operating Company,
General Partner

BY: _____
Donald L. Peterson
President of
Energetics Operating Company

ATTEST

BISHOP PETROLEUM CORPORATION
SEAL
COLORADO

BY: _____
Charles Savage, Secretary

BISHOP PETROLEUM CORPORATION

BY: _____
John B. Dunnewald, President

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of June, 1989 by Donald L. Peterson, as President for ENERGETICS OPERATING COMPANY, General Partner for ENERGETICS 1983 YEAR-END LTD., a Colorado limited partnership.

Witness my hand and official seal.

My commission expires:
March 1, 1991

NOTARY PUBLIC
STATE OF COLORADO

_____
Notary Public
3724 S. Quince
Denver, Colorado 80237

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 27th day of June, 1989, by John B. Dunnewald, as President, for BISHOP PETROLEUM CORPORATION, a Colorado corporation.

Witness my hand and official seal.

My commission expires:
March 1, 1991

NOTARY PUBLIC
STATE OF COLORADO

_____
Notary Public
3724 S. Quince
Denver, Colorado 80237

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	RECORDING BOOK-PAGE	ASSIGNOR'S LEASEHOLD %
WY-268 East Bird Canyon VI Sublette County, WY					
USA W-68117	Ole M. Hansen	07-01-79	Township 27 North, Range 111 West, 6th P.M. Section 20: NW/4 SW/4, S/2 SW/4 From the surface of the earth to the stratigraphic equivalent of 9,800 feet as encountered in the Federal 30-20 Well located in the SW/4 of Section 20, T27N-R111W, Sublette County, Wyoming Containing 120.00 gross acres, more or less	59-7	*1.840069

242

*By way of explanation and not of limitation, included in the Assignment, Bill of Sale and Conveyance to which this Exhibit "A" is attached is the same percentage of right, title and interest of Assignor in and to that certain Farmout Agreement, including any amendments thereto, dated February 18, 1986, recorded in Book 77 O&G, Page 170 in the records of the Office of the Clerk & Recorder of Sublette County, Wyoming, which includes, but is not limited to, additional interests of production from the Federal 30-20 Well located in the SW/4 of Section 20, T27N,R111W, Sublette County, Wyoming, until "payout" occurs as defined in the Farmout Agreement.

EXHIBIT A

[redacted]SSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	RECORDING BOOK-PAGE	ASSIGNOR'S LEASEHOLD %
[redacted]-293 East Bird Canyon 1979-1 Sublette County, WY					
USA W-54137	Melvin Meester	04-01-76	Township 27 North, Range 111 West Section 17: SE/4 From surface to the stratigraphic equivalent of 10,150 feet being the total depth drilled in the Energetics #40-20 well located in the SE/4 SE/4 of Section 20, T27N, R111W. Containing 160.00 gross acres, more or less.		1.956424
[redacted]SA W-59776	Dorothy Langley	09-01-77	Township 27 North, Range 111 West 6th P.M. Section 20: NE/4SW/4 From surface to the stratigraphic equivalent of 9,800 feet being the total depth drilled in the Federal #30-20 well located in the SW/4 of Section 20, T27N, R111W. Containing 40.00 gross acres, more or less.	64-278	*1.840069

*By way of explanation and not of limitation, included in the Assignment, Bill of Sale and Conveyance to which this Exhibit "A" is attached is the same percentage of right, title and interest of Assignor in and to that certain Farmout Agreement, including any amendments thereto, dated February 18, 1986, recorded in Book 77 O&G, Page 170 in the records of the Office of the Clerk & Recorder of Sublette County, Wyoming, which includes, but is not limited to, additional interests of production from the Federal 30-20 Well located in the SW/4 of Section 20, T27N,R111W, Sublette County, Wyoming, until "payout" occurs as defined in the Farmout Agreement.

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LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	RECORDING BOOK-PAGE	ASSIGNOR'S LEASEHOLD %
WY-322 N. Bird Canyon Prospect Bird Canyon Field Sublette County, WY					
Daniel E. Chapel	James A. Erickson	03-07-81	Township 28 North, Range 112 West Section 25: Lot 2, SE/4 NW/4, N/2 NW/4 Surface to the stratigraphic equivalent of 9,827 feet as encountered in the Energetics Chapel #10-25 Well located in the NW/4 of Section 25, T28N-R112W.		BPO 2.601234 APO 1.469758
244 First National Bank, as Trustee of the Fear Family Trust	Thomas F. Strock	12-29-72	Township 28 North, Range 112 West TRACT 1: Section 25: Lot 2, SE/4 NW/4, N/2 NW/4 From surface to the stratigraphic equivalent of 9,827 feet as encountered in the Energetics Chapel #10-25 Well located in the NW/4 of Section 25, T28N-R112W. TRACT 2: Section 24: Lots 9, 11, SE/4 SW/4 Section 25: Lot 5 Section 26: Lots 1, 7 From surface to the stratigraphic equivalent of 9,827 feet as encountered in the Energetics Chapel #10-25 Well located in the NW/4 of Section 25, T28N-R112W.	48-628	Tract 1 BPO 2.786225 APO 1.671735 Tract 2 .668694

[redacted] [redacted] [redacted]

EXHIBIT B

State	Prospect	Well	Working Interest (Not more than)	Net Revenue Interest (Not less than)
Michigan	Elhart	State Union 2-3	.0139344	.0107643
	East Bay 13 S.E.	State East Bay Habrecht 1-13	.0193106	.0149177
North Dakota	Spring Creek	Hansen State 23-16	.0300641	.0224040
		Hausauer 31-21	.0300641	.0222475
Wyoming	Bird Canyon	Federal 30-20	.0284778	.0223200
		Federal 40-17	.0195643	.0157493
		Chapel 10-25	.0269373	.0209047

246

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of May, 19 89 by and between Cross Lazy Two Land & Livestock, P.O. Box 220, Big Piney, Robert V. Thompson and Bette M. Thompson, Individually Wyoming 83113, of hereinafter called lessor (whether one or more) and High Plains Energy Company, 1600 Broadway, Suite 1565, Denver, Colorado 80202 hereinafter called lessee:

1. WITNESSETH, That the lessor, for and in consideration of $ 10.00 and more cash in hand paid, receipt of which is hereby acknowledged, and of the royalties and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods, and drilling for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

See Exhibit "A" attached hereto and made a part hereof.

225218

RECORDED July 3 1989 10:00 A.M.
IN BOOK 83 O&G PAGE 246
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marilyn

of Section ____, Township ____, Range ____, and containing 40.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of 3 years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal ~~one-eighth~~ 16% part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~one-eighth~~ 16% royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ~~one-eighth~~ 16%, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty 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, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Key Bank of Wyoming Bank at P.O. Box 428, Big Piney, Wyoming 83113, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Fourty and 00/100 ($40.00) DOLLARS

($) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months 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. 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an 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 co-operative 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his operation to growing crops on said lands.

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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rentals. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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 pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

11. Lessee [redacted] by with all laws and regulations of any Govern[redacted] purporting to exercise lawful authority over the [redacted] or [redacted] herein and in so complying lessee shall not be [redacted] or knowingly [redacted] regulation enacted or issued by any such Governmental body. In determining the existence of lessee's diligence in [redacted] lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither the [redacted] status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease [redacted] or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds [redacted] against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time [redacted] with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or [redacted] official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain [redacted] open market or transportation thereof, war, strike, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants during the time [redacted] with is prevented or hindered by or is in conflict with any of the foregoing eventualities. This time during which lessee shall be prevented [redacted] drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this [redacted] lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations hereunder, and if [redacted] beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the [redacted] and in the amount above provided.

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

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

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

Robert V. Thompson - President and Individually

Bette M. Thompson - Secretary and Individually

ACKNOWLEDGMENTS

STATE OF Wyoming } ss.
COUNTY OF Sublette }

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 9th day of June, 1989, before me, personally appeared Robert V. Thompson & Bette M. Thompson Sec't to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires: January 10, 1991

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public.

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

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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

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

My commission expires:

.....
Notary Public.

No.

Oil and Gas Lease

FROM

TO

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

No. Acres

County

Term

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

Register of Deeds.

By ....., Deputy

When recorded return to

STATE OF Wyoming } ss.
COUNTY OF Sublette }

CORPORATE, North Dakota, South Dakota, Nebraska

On this 9th day of June in the year 1989, before me, a Notary Public, personally appeared Robert V. Thompson known to me to be the President of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires: January 10, 1991

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public

OIL AND GAS LEASE

247

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated **May 19, 1989** by and between **Cross Lazy Two Land & Livestock; Robert V. Thompson and Bette M. Thompson, Individually** as Lessor, and **HIGH PLAINS ENERGY COMPANY,** as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

Containing 40.00 acres, more or less

1. **OPTION TO RENEW:** ~~Notwithstanding anything contained herein to the contrary,~~ it is hereby agreed that this lease shall terminate as herein provided, unless on or before **May 18, 1992** (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or their successors or assigns, a sum equal to **Two Hundred Percent (200%)** of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from **May 18, 1992,** according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date: If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title from the original Lessor in said lease.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Mesaverde Formation as defined in paragraph (2) two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of five days after receipt of the notice, shall have the prior and preferred right and exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 5 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

SIGNED FOR IDENTIFICATION

Robert V. Thompson

Robert V. Thompson - President

Bette M. Thompson

Bette M. Thompson - Secretary

4. In reference to paragraph 5, this lease will be held by the unit if said lands are in the participating area of the unit. If said lands are outside said participating area of the unit, but held by the unit as nonparticipating lands said lease will be released after its primary term.

Producers 88

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of May, 19 89 by and between Frances M. Johnson, a single woman

Pinedale, Wyoming 82941, of

hereinafter called lessor (whether one or more) and High Plains Energy Company, 1600 Broadway,

Suite 1565, Denver, Colorado 80202 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ 10.00 and more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

See Exhibit "A" attached hereto and made a part hereof

225219

RECORDED July 3 1989 12:00 P M
IN BOOK 93 O&G PAGE 250
FEES 0.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Jean Petty

of Section ..., Township ..., Range ..., and containing 40.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of 3 years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal ~~one-eighth~~ 16% part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~one-eighth~~ 16% royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ~~one-eighth~~ 16%, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty 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, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Key Bank of Wyoming Bank at P.O. Box 428, Big Piney, Wyoming 83113, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Fourty and 00/100 ($40.00) DOLLARS

($) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any asignee thereof, mailed or delivered on or before the rental paying date. 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit tp be mailed to lessor at last known address.

5. Lessee, at its option, is hereby given the right and power at any time an 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his operation to growing crops on said lands.

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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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 pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

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

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

Francis M Johnson

Francis M. Johnson

S.S.#

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 9th day of June, 19 89, before me, personally appeared Francis M. Johnson, a single woman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that executed the same as free act and deed.

My commission expires: 1991

Kathleen M. King
Notary Public.

Kathleen M. King Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

STATE OF } ss.
COUNTY OF

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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

My commission expires:

Notary Public.

No.

Oil and Gas Lease

FROM

TO

Dated , 19

Acres County

Term

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

Register of Deeds.

By , Deputy

When recorded return to

STATE OF } ss.
COUNTY OF

CORPORATE, North Dakota, South Dakota, Nebraska

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

My commission expires:

Notary Public.

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated **May 19, 1989** by and between **Frances M. Johnson, a single woman**, Lessor, and **HIGH PLAINS ENERGY COMPANY,** as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 33: SE4SE4

Containing 40.00 acres, more or less

1. ~~**OPTION TO RENEW:** Notwithstanding anything contained herein to the contrary~~, it is hereby agreed that this lease shall terminate as herein provided, unless on or before **May 18, 1992** (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or their successors or assigns, a sum equal to **Two Hundred Percent (200%)** of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from **May 18, 1992,** according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date: If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original ~~Lessor in said lease.~~

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 west, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Mesaverde Formation as defined in paragraph (2) two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of five days after receipt of the notice, shall have the prior and preferred right and exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 5 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

SIGNED FOR IDENTIFICATION

Francis M. Johnson
Francis M. Johnson

4. In reference to paragraph 5, this lease will be held by the unit if said lands are in the participating area of the unit. If said lands are outside said participating area of the unit, but held by the unit as nonparticipating lands said lease will be released after its primary term

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Producers 88

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 19th day of May, 19 89 by and between Dan H. Budd, a married man dealing in his sole and separate property; Budd and Sons Land Company, a Partnership of P.O. Box 769, Big Piney, WY 83113, hereinafter called lessor (whether one or more) and High Plains Energy Company, 1600 Broadway, #1565, Denver, Colorado 80202 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $10.00+ cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, ~~and laying pipe lines, tel-phone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon~~ to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation ~~alone or conjointly with neighboring land for such purposes~~ all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 23: $NE\frac{1}{4}NE\frac{1}{4}$
Section 24: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$

See Exhibit "A", attached hereto and made

225220

RECORDED July 3 1989 12:00 PM
IN BOOK 87-O&G PAGE 254
FEES 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Nora Riley

~~MXXXXXX XXXXXXX XXXXX~~, and containing 480.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of 3 years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or premises pooled therewith or drilling operations are continued as hereinafter provided. If prior to discovery of oil or gas on said land, or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas production thereafter should cease for any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rental on or before the rental-paying date next ensuing after the expiration of three (3) months from the date of completion of a dry hole or cessation of production. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land or said pooled premises but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

(a) To deliver to the credit of lessor, free of cost in the pipe line to which lessee may connect his wells, the equal ~~one-eighth~~ 17% part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such ~~one-eighth~~ royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

(b) To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ~~one-eighth~~ 17% at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty 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, to the royalty owners or to the royalty owners' credit in the rental depository bank herein designated. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

4. If operations for the drilling of a well for oil or gas are not commenced or if there is no oil or gas being produced on said land or on acreage pooled therewith as hereinafter provided on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the ..... Bank at ....., or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Four Hundred Eighty and No/100---------- DOLLARS ($ 480.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of operations for drilling of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any asignee thereof, mailed or delivered on or before the rental paying date. 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 right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or its assigns may deposit rental or royalties in any National bank located in the same county with the first named bank, due notice of such deposit tp be mailed to lessor at last known address.

5 Lessee, at its option, is hereby given the right and power at any time an 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 co-operative 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.

6. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions 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 his operation to growing crops on said lands.

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.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that 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 the lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with certified copies of muniments of title deraigning title from lessor; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above-described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands as to which the said lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

9. 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 pay for lessor, any mortgage, taxes or other liens on the above-described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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

[redacted] [redacted] [redacted]

DLD
DHB

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

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

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

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

Budd and Sons Land Company, a Partnership — Dan H Budd

By: Dan S Budd Sec.

By: Dan H Budd President

By:

By:

Dan H. Budd, individually

By:

By:

ACKNOWLEDGMENTS

STATE OF Wyoming
COUNTY OF Sublette } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this 29th day of May, 1989, before me, personally appeared Dan H. Budd, a married man dealing in his sole and separate property, to me known 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.

My commission expires:
January 10, 1991

Kathleen A. King
Notary Public.

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 10, 1991

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

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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

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

My commission expires:

.....
Notary Public.

Oil and Gas Lease

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 Book ....., Page ....., of the ..... County records of this office.

Register of Deeds.

By ....., Deputy

When recorded return to .....

STATE OF Wyoming
COUNTY OF Sublette } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this 29th day of May in the year 1989, before me, a Notary Public, personally appeared Dan H Budd, President + Dan S. Budd Sec., known to me to be the Partnership, Budd and Sons Land Company of the corporation that is described in and that executed the within instrument and acknowledged to me that such Partnership executed the same.

My commission expires:
January 10, 1991

Kathleen A. King
Notary Public.

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 10, 1991

EXHIBIT "A"

Addendum to oil and gas lease dated May 19, 1989 by and between **Dan H. Budd,** a married man dealing in his sole and separate property; **Budd and Sons Land Company,** a partnership, as Lessor, and **HIGH PLAINS ENERGY COMPANY,** as Lessee, covering the following described lands located in Sublette County, Wyoming to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 33: NE4NE4
Section 34: S2, W2NW4, SE4NW4

Containing 480.00 acres, more or less

1. **THIS IS AN ADDENDUM** to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by High Plains Energy Company, Lessee. In the event conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **LESSEE'S PRIVILEGE OF** paying a shut-in rental payment in lieu of royalty, as provided by paragraph 3(b) of the attached lease, shall be subject to the following conditions:

a. If the shut-in occurs and continues from completion of the well, such that no royalty payment has ever been paid on such well's production, the payment of such shut-in rental in lieu of royalty on such well may not maintain this lease in effect for a period of more than three years from the date of the shut-in of such well, and such snut-in rentals in lieu of royalty shall be paid, in advance, as follows:

1). $2.50 per net mineral acre for the first year of such shut-in;

2). $4.00 per net mineral acre for the second year of such shut-in; and

3). $5.00 per net mineral acre for the third year of such shut-in.

b. If the shut-in occurs after royalty payments on production have been made (i.e., such shut-in is an interruption of production), the payment of such shut-in rental in lieu of royalty on such well may not maintain this lease in effect for a period of more than three years from the date of interruption of production shut-in of such well, and such shut-in rentals in lieu of royalty shall be paid as follows:

1). If the shut-in continues for a period of eleven consecutive months, Lessee shall pay to lessor at the end of such period, an amount equal to $2.50 multiplied by the net mineral acres of the lease less any production royalty paid during the twelve month period preceding the end of such shut-in period;

2). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, lessee shall immediately pay lessor an amount equal to $10.00 multiplied by the net mineral acres of the lease; provided, however, should production be recommenced during the ensuing twelve month period, lessee shall have the right to withhold from its production royalty payments to lessee the amount paid under this subparagraph; and

3). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, lessee shall immediately pay lessor an amount equal to $10.00 multiplied by the net mineral acres of the lease; provided, however, should production be recommenced during the ensuing twelve month period, lessee shall have the right to withhold from its production royalty payments to lessee the amount paid under this subparagraph; and

4). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, this lease shall immediately terminate.

4. **LESSOR SHALL HAVE** the right hereunder to employ professionals necessary for the purpose of verifying performance by lessee hereunder, and lessee agrees that such professionals employed by lessor for such purpose, upon written notice to lessee, shall have access to the records of lessee necessary for such verification, at all reasonable times for the purposes of making such verification. In the event that any such verification inspection reveals that total payments actually made to Lessor by Lessee hereunder are less than Ninety Percent (90%) of the total payments which should have been made hereunder, Lessee shall reimburse Lessor for such amount of underpayment and, in addition, shall reimburse Lessor for expenses incurred in conducting such inspection and for any enforcement resulting therefrom. In the event that a verification inspection reveals that total payments to Lessor by Lessee hereunder are more than 90% of the total payments which should have been made hereunder, Lessee shall reimburse Lessor for such amount of underpayment, but shall not be responsible for reimbursing Lessor for expenses incurred in conducting such inspection. Such inspections shall not be conducted more than once every two years and shall be precede by thirty days written notice to Lessee.

5. **NO WELL DRILLED** by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity to acquire and assume responsibility for such well.

6. **LESSEE AGREES THAT** no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

7. **WHEN REQUESTED,** Lessee shall fence all sump holes.

8. **UPON EXPIRATION OR** sooner termination of this Lease, Lessee shall quietly and peaceable surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

9. **TO THE EXTENT** that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's right's with respect to same are limited to those of a mineral owner under such circumstances, and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

10. **NOTWITHSTANDING THE** provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, only payment to lessee of production royalty or of shut-in rentals in lieu of production royalty shall continue this lease beyond the primary term hereof. Further notwithstanding the provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, the only lands covered hereunder within such a unit to which an extension beyond the primary term hereof shall apply are those lands which are included within such a unit as participation lands, provided, however, that if at the end of the primary term hereof, lands covered hereunder are included within such a unit and a portion of such unitized lands are participating lands and a portion of such unitized lands are not participating lands, the lease shall be extended as to such non participating lands for a period of one year and if at the end of such one year period , such non participating lands have not been designated participating lands, this lease shall terminate as to such non participating lands. Further notwithstanding the provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, lands covered under this lease which are not included in any such unit shall be severed from any such lands which are unitized and this lease may be maintained as to such non unitized lands only in accordance with the terms of this lease and as to any portion of such non unitized lands, this lease shall terminate unless production royalty or shut-in rental in lieu of production royalty is being paid with respect to such lands.

SIGNED FOR IDENTIFICATION

Budd and Sons Land Company, Partnership

Dan S. Budd, Secretary

Dan H. Budd, President

Dan H. Budd -- Individually

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PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of May, 19 89, by and between
Jennie B. Jordan

whose post office address is 551 Verra Cruz, Weslaco, TX 78596, hereinafter called Lessor (whether one or more) and
HIGH PLAINS ENERGY COMPANY whose post office address is 1600 Broadway, Denver, Colorado 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and 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 30 North, Range 114 West, 6th P.M.
Section 24: SE4

See Exhibit "A" attached hereto and made a part hereof.

and containing 160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 3 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 16% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor 16% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of 16% payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of 16% 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.

225221

X Jennie B. Jordan
Jennie B. Jordan

S.S.# 534 22-1416

[redacted]

RECORDED July 3 1989 10:00 A.M.
IN BOOK 83 016 PAGE 260
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted]

Printed by P&M [redacted] 423-4691

[redacted]

[redacted]

STATE OF Texas
COUNTY OF Hidalgo } 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 89, personally appeared Jennie B. Jordan

and

, to me known to be the identical person Jennie B Jordan, 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 July 18, 1992

KAREN L. HALLOCK
Notary Public
STATE OF TEXAS
My Comm. Exp. July 18, 1992

Karen L Hallock
Notary Public.

Address: 606 South Texas, Weslaco TX 78596

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 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

261

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated **May 23, 1989** by and between **Jennie B. Jordan**, as Lessor, and **HIGH PLAINS ENERGY COMPANY**, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4

Containing 160.00 acres, more or less

1. **OPTION TO RENEW:** Notwithstanding anything contained herein to the contrary, it is hereby agreed that this lease shall terminate as herein provided, unless on or before **May 23, 1992** (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or their successors or assigns, a sum equal to **Two Hundred Percent (200%)** of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from **May 23, 1992,** according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date; If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original Lessor in said lease.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Mesaverde Formation as defined in paragraph (2) two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of five days after receipt of the notice, shall have the prior and preferred right and exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 5 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

SIGNED FOR IDENTIFICATION

X Jennie B. Jordan
Jennie B. Jordan

Rev. 5-60, No. 2

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OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of May, 19 89, by and between

Dorthea B. Newcomb, a widow, as life tenant, 225 Mount Herman Road, #6, Scotts Valley, California 95066, and Jacqueline J. Rosenberg, formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate, 1129 West Walnut, Stockton, California 95204

whose post office address is _____, hereinafter called Lessor (whether one or more) and HIGH PLAINS ENERGY COMPANY whose post office address is 1600 Broadway, Denver, Colorado 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and 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:

225222

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4

See Exhibit "A" attached hereto and made

RECORDED July 3 1989 12:00 PM
IN BOOK 83 of G PAGE 264
FEES 10.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mon Riley

and containing 160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 3 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 Leassee 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~~ XXXXXX 16% part of all oil produced and saved from the leased premises.

16% 2nd. To pay Lessor ~~one eighth (1/8)~~ XXXXXXX 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)~~ XXXXXXX, payable monthly at the prevailing market rate for gas. 16%

16% 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)~~ XXXXXXX 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 Dorothea B. Newcomb
Dorthea B. Newcomb
S. [redacted] 563-26-3200 ✓

x Jacqueline J. Rosenberg
Jacqueline J. Rosenberg
[redacted] S.S.# [redacted] ✓

Printed by P&M [redacted] 3) 423-4691 [redacted] [redacted]

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, [illegible]
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

STATE OF _____ } ss.
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this May 30, 1989 day of May, 19 89, personally appeared Dorothea B. Newcomb, a widow, as life tenant 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.

OFFICIAL SEAL
SHARLENE PATTERSON
NOTARY PUBLIC-CALIFORNIA
SANTA CRUZ COUNTY
MY COMMISSION EXPIRES APR 11, 1992

My Commission Expires 4/11, 1992

Sharlene Patterson
Notary Public.

Address: 100 Kings Village Rd. S.V. Ca

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

STATE OF _____ } ss.
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this June 1, 1989 day of _____, 19 89, personally appeared Jacqueline J. Rosenberg JR, formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate 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.

OFFICIAL SEAL
JUDI KAISER
NOTARY PUBLIC – CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires Mar. 5, 1993

My Commission Expires _____

Judi Kaiser
Notary Public.

Address: 2562 Pacific Ave. Stockton, CA 95204

ACKNOWLEDGMENT (For use by Corporation)

STATE OF _____ } ss.
COUNTY OF _____

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 free act and deed of said corporation.

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

_____
Notary Public.

Address: _____

(SEAL)

My Commission expires _____

No. _____

FROM

TO

_____, 19____

Dated _____, 19____

No. Acres _____

_____ County.

Term _____

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

_____ County Clerk.

_____ Deputy.

When recorded return to

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated **May 23, 1989** by and between **Dorthea B. Newcomb,** a widow, as life tenant, and **Jacqueline J. Rosenberg,** formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate, as Lessor, and **HIGH PLAINS ENERGY COMPANY,** as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4

Containing 160.00 acres, more or less

1. **OPTION TO RENEW:** Notwithstanding anything contained herein to the contrary, it is hereby agreed that this lease shall terminate as herein provided, unless on or before **May 23, 1992** (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or their successors or assigns, a sum equal to **Two Hundred Percent (200%)** of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from **May 23, 1992,** according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor on or before the Primary Expiration Date.

   If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date; If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

   The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original Lessor in said lease.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Mesaverde Formation as defined in paragraph (2) two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of five days after receipt of the notice, shall have the prior and preferred right and exclusive option to acquire 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, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 5 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

(Individual)

STATE OF CALIFORNIA
COUNTY OF Santa Cruz } SS.

On May 30, 1989 before me, the undersigned, a NotaryPublic in and for said State, personally appeared Dorothea B. Newcomb

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that She executed the same.
WITNESS my hand and official seal.

Signature Sharlene Patterson

Sharlene Patterson
Name (Typed or Printed)

OFFICIAL SEAL
SHARLENE PATTERSON
NOTARY PUBLIC-CALIFORNIA
SANTA CRUZ COUNTY
MY COMMISSION EXPIRES AUG. 11, 1992

(This area for official notarial seal)

NO. 201

GENERAL ACKNOWLEDGMENT

State of California
County of San Joaquin } SS.

On this the 1 day of June 19 89, before me,

Judi Kaiser,

the undersigned Notary Public, personally appeared

Jacqueline J. Rosenberg,

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Judi Kaiser
Notary's Signature

OFFICIAL SEAL
JUDI KAISER
NOTARY PUBLIC – CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires Mar. 5, 1993

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

7110 122

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Victoria Exploration, Inc., Royal Properties, Inc., and Royal Resources Exploration, Inc. of P. O. Box 1079, Denver, Colorado 80201, hereinafter called Assignor (whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant bargain, sell, convey, transfer, assign and deliver unto Peak Resource Management, Inc., 10765 W. 35th Place, Wheatridge, Colorado 80033, hereinafter called Assignee, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 2.5% of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the lands described in Exhibit "A," attached hereto and made a part hereof, pursuant to those certain oil and gas leases described in said Exhibit "A."

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 the oil and gas leases described herein.

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 interest, or if said oil and gas leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 22nd day of ~~July~~ June, 1989, but effective as of July 1, 1989.

ATTEST:

Lynette M. Carpenter
Asst. Secretary

VICTORIA EXPLORATION, INC.

By: J. D. Kopcheff
John T. Kopcheff
Vice President

ATTEST:

Lynette M. Carpenter
Asst. Secretary

ROYAL PROPERTIES, INC.

By: J. D. Kopcheff
John T. Kopcheff
Vice President

SEAL

ATTEST:

Lynette M. Carpenter
Asst. Secretary

ROYAL RESOURCES EXPLORATION, INC.

J. D. Kopcheff
T. Kopcheff
President

225284

RECORDED July 11 AD 89 8:00 A M
BOOK 83 OF G PAGE 268
FEES $8.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

ACKNOWLEDGEMENTS

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of June, 1989, personally appeared John T. Kopcheff, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Victoria Exploration, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John T. Kopcheff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of June, 1989.

Elizabeth S. Bettridge
Elizabeth S. Bettridge
Notary Public
My Commission Expires: 8/21/89

NOTARY PUBLIC ELIZABETH S. BETTRIDGE STATE OF COLORADO

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of June, 1989, personally appeared John T. Kopcheff, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Royal Properties, 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 John T. Kopcheff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of June, 1989.

Elizabeth S. Bettridge
Elizabeth S. Bettridge
Notary Public
My Commission Expires: 8/21/89

NOTARY PUBLIC ELIZABETH S. BETTRIDGE STATE OF COLORADO

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of June, 1989, personally appeared John T. Kopcheff, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Royal Resources Exploration, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John T. Kopcheff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of June, 1989.

Elizabeth S. Bettridge
Elizabeth S. Bettridge
Notary Public
My Commission Expires: 8/21/89

NOTARY PUBLIC ELIZABETH S. BETTRIDGE STATE OF COLORADO

SUBLETTE COUNTY, WYOMING

--- **Well Name:** Federal #30-20

Lease No.:	WY-111
Lease Date:	7/1/79
Lessor:	USA W-68117
Lessee:	Ole M. Hanson
Description:	T27N-R111W Sec. 20: NW/4SW/4, S/2SW/4 Limited in depth from the surface of the earth to the stratigraphic equivalent of 9800' as encountered in the Federal #30-20 well located in the SW/4 of Sec. 20, Sublette County, Wyoming
Recorded:	Book 59, Page 7
Lease No.:	WY-112
Lease Date:	9/1/77
Lessor:	USA W-59776
Lessee:	Dorothy Langley
Description:	T27N-R111W Sec. 20: NE/4SW/4 Limited in depth from the surface of the earth to the stratigraphic equivalent of 9800' as encountered in the Federal #30-20 well located in the SW/4 of Sec. 20, Sublette County, Wyoming
Recorded:	Book 64, Page 278

PRODUC [redacted] D UP
Rev. 5-60 No.2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 19th day of May, 19 89, by and between

Penny D. Chrisman, a single woman

whose post office address is 435 W. 57th, #7B, New York, NY 10019, hereinafter called Lessor (whether one or more) and

HIGH PLAINS ENERGY COMPANY whose post office address is 1600 Broadway, #1565, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

See Exhibit "A", attached hereto and made a part hereof, for description and additional terms.

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 628.58 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 3 (three) 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 16% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor 16% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of 16%, payable monthly at the wellhead price.

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 16% of the proceeds, at the mouth of the well, payable monthly at the well head price.

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.

225285

RECORDED July 11, 1989 8:00 A M
IN BOOK 83 O&G PAGE 271
FEES $ 10.25 Mark L. Lankford COUNTY CLERK
SUBLETTE COUNTY WYOMING
Jean Riley

271

Penny D. Chrisman

SS#: [redacted] 520-44-8511

Printed by P&M Printing (303) 423-4691

272

STATE OF NEW YORK
COUNTY OF ROCKLAND } 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 31 day of May, 19 91, personally appeared Penny D. Chrisman, a single woman

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 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 BARBARA J. MARTIN
Notary Public, State of New York
No. 44-8209615
Qualified in Rockland County
Commission Expires February 28, 19 91

Barbara J. Martin
Notary Public.

Address: 415 Pine Hill Rd. Nyack, N.Y. 10960

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 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
, 19
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.
By
County Clerk.
Deputy.
When recorded return to

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated May 19, 1989 by and between Penny D. Chrisman, a single woman, as Lessor, and HIGH PLAINS ENERGY COMPANY, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW4
Section 2: Lot 3(28.58), SE4NW4, E2SW4, S2SE4
Section 11: N2NE4
Section 12: N2NW4

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE4
Section 35: S2SW4

Containing 628.58 acres, more or less

1. OPTION TO RENEW: Notwithstanding anything contained herein to the contrary, it is hereby agreed that this lease shall terminate as herein provided, unless on or before May 19, 1992 (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or their successors or assigns, a sum equal to One Hundred and Fifty Percent (150%) of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from May 19, 1992, according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date; If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original Lessor in said lease.

Exhibit "A"

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Mesaverde Formation as defined in paragraph (2) two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of five days after receipt of the notice, shall have the prior and preferred right and exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 5 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

SIGNED FOR IDENTIFICATION

_____
Penny D. Chrisman

_____

_____

PRODUC[redacted] D UP
Rev. 5-60

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 19th day of May, 19 89, by and between Pamela C. Johnson, a married woman dealing in her sole and separate property

whose post office address is 1267 E. 5424 S., Ogden, UT 84403, hereinafter called Lessor (whether one or more) and HIGH PLAINS ENERGY COMPANY whose post office address is 1600 Broadway, #1565, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More---------- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

See Exhibit "A", attached hereto and made a part hereof, for description and additional terms.

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 628.58 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 3 (three) 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 16% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor 16% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of 16% payable monthly at the wellhead price.

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 16% of the proceeds, at the mouth of the well, payable monthly at the well head price.

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 waive 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.

Pamela C. Johnson

SS#:

225286

RECORDED July 11 1989 8:00 A.M.
IN BOOK 83 of G PAGE 275
FEES $10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

275

Printed by P&M Printing (303) 423-4691

STATE OF UTAH }
COUNTY OF [redacted] } 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 31st day of May, 1989, personally appeared Pamela C. Johnson, a married woman dealing in her sole and separate property

and [redacted]

[redacted], to me known to be the identical person she, 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 [redacted]

ROSEANN HUILLET
Notary Public
STATE OF UTAH
My Comm. Exp. Mar. 2, 1990
4140 Harrison Blvd., Ogden, UT 84403 2106

Rose Ann Huillet
Notary Public.

Address: Ogden Ut

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 [redacted] } 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 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 _____

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 Oil and Gas Lease dated May 19, 1989 by and between Pamela C. Johnson, a married woman dealing in her sole and separate property, as Lessor, and HIGH PLAINS ENERGY COMPANY, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW4
Section 2: Lot 3(28.58), SE4NW4, E2SW4, S2SE4
Section 11: N2NE4
Section 12: N2NW4

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE4
Section 35: S2SW4

Containing 628.58 acres, more or less

1. OPTION TO RENEW: Notwithstanding anything contained herein to the contrary, it is hereby agreed that this lease shall terminate as herein provided, unless on or before May 19, 1992 (the "Primary Expiration Date"), the Lessee or Lessee's successors and assigns shall pay or tender to the Lessor or their successors or assigns, a sum equal to One Hundred and Fifty Percent (150%) of the original bonus consideration paid for this lease as "Renewal Bonus Consideration" for thereafter continuing said lease in force and effect from year to year for three (3) additional years from May 19, 1992, according to all of the terms contained herein. The payment or tender of said sum may be made by check or draft of lessee, MAILED or delivered to Lessor on or before the Primary Expiration Date.

If said sum is timely paid or tendered, then said lease shall be and continue in force according to its terms after the Primary Expiration Date; If said sum is not timely paid or tendered (and Lessee is not obligated to make such payment), then such lease shall terminate and shall be of no force and effect after the Primary Expiration Date, and Lessee shall execute and file of record a release of said lease.

The said Renewal Bonus Consideration shall be paid or tendered to Lessors herein and their successors and assigns who have the right and power to lease said land for oil and gas purposes as specified in said lease (the "Leasing Rights"). With respect to the payment of Renewal Bonus Consideration to parties thereto, it is agreed that no change in the ownership of the mineral estate or Leasing Rights, however accomplished, shall be binding upon Lessee until (60) days after Lessee has been furnished at its principal place of business with the instruments or certified copies thereof constituting the chain of title form the original Lessor in said lease.

2. **DEPTH LIMITATION:** The rights granted by this lease cover those depths from the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde Formation (Approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. **OPTION TO LEASE DEEP RIGHTS:** In the event that Lessor, during the primary term of this lease (or any extension thereof) receives a bona fide offer from any party to lease, or acquire an interest, in those depths below the stratigraphic equivalent of the Mesaverde Formation as defined in paragraph (2) two above, which offer Lessor is willing to accept, Lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of five days after receipt of the notice, shall have the prior and preferred right and exclusive option to acquire the lease or part therein or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer, and offers made up to and including the last day of the primary term of this lease (or any extension thereof) shall be subject to the terms and conditions of these sections. Should Lessee decide to acquire the rights offered pursuant to the terms hereof, it shall notify Lessor in writing by mail or telephone prior to expiration of said 5 day period. Lessee shall promptly thereafter furnish to Lessor the pertinent paper work for execution on behalf of Lessor and a sight draft payable to Lessor in payment of the specified amount as consideration for the acquired interest, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said papers and return same along with the endorsed draft to lessee's representative or through Lessor's bank of record for payment.

SIGNED FOR IDENTIFICATION

_____
Pamela C. Johnson

_____

_____

[redacted] ASSIGNMENT OF OVERRID[redacted]YALTY INTEREST IN [redacted]

UNITED STATES OIL AND GAS LEASE W-2701

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming

P. O. Box 1029, Glenwood Springs, Co. 81602

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
A. W. and Sarah F. Fleming Charitable Remainder Trust	P. O. Box 1029 Glenwood Springs, Co. 81602	3/4 of 1%

225320

RECORDED July 13 1989 10:15 A M
IN BOOK 83 O&G PAGE 279
FEES $4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

being in all a total of an undivided THREE FOURTHS OF ONE PERCENT overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 115 West, 6th PM

Section 8: NE¼, N½SE¼
Section 9: W½NE¼, W½

CONTAINING 640.00 ACRES MORE OR LESS

This assigment to be EFFECTIVE 12:01 A. M., July 1, 1989, and is intended to convey all interest owned by the Assignor BELOW THE TOP OF THE MISSISSIPPIAN MADISON FORMATION AT APPROXIMATELY 14,122 FEET DEEP. ~~Containing XXXXXXXXXX acres, more or less.~~

WITNESS our hands this 21 day of June, 19 89.

A. W. Fleming

STATE OF COLORADO)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21st day of June, 19 89, by A. W. Fleming.

Witness my hand and official seal.

Janet M. Jeserich
Notary Public 1120 Lincoln St. #1100 Denver Co. 80203

My commission expires 12-16-89

STATE OF)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____, 19___, by ____ as ____ of ____, corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires ____

280

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0320213 & W-51103

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Sarah F. Fleming & Co., a Partnership

P. O. Box 1029, Glenwood Springs, Co. 81602

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
A. W. and Sarah F. Fleming Charitable Remainder Trust	P. O. Box 1029 Glenwood Springs, Co. 81602	1 & 3/8%

225321

RECORDED July 13 1989 10:15 A M
IN BOOK 83 O & G PAGE 280
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

being in all a total of an undivided ONE AND THREE EIGHTS 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 28 North, Range 114 West, 6th PM

Section 17: Lots 1, 2, 3, 5 - 20 inclusive
Section 20: Lots 1 - 20 (ALL)
Section 29: Lots 3 - 8 inclusive, Lots 13, 14, 15 CONTAINING 1,701.44 ACRES MORE OR LESS

This assignment to be EFFECTIVE 12:01 A. M., July 1, 1989, and is intended to convey all interest owned by the Assignor BELOW THE TOP OF THE MISSISSIPPIAN MADISON FORMATION AT APPROXIMATELY 14,122 FEET DEEP.

~~Containing acres, more or less.~~

WITNESS our hands this 21 day of June, 19 89.

Sarah F. Fleming & Co., a Partnership

BY: Sarah F. Fleming
Sarah F. Fleming, General Partner

STATE OF COLORADO)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21st day of June, 19 89, by Sarah F. Fleming.
Witness my hand and official seal.

David M. Frederick
Notary Public
120 Lincoln St. #110
Denver, Co. 80203

My commission expires 12-16-89

STATE OF)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of , 19 , by as of , corporation, on behalf of said corporation.
Witness my hand and official seal.

Notary Public

My commission expires

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0320843

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Sarah F. Fleming & Co., a Partnership

P. O. Box 1029, Glenwood Springs, Co. 81602

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
A. W. and Sarah F. Fleming Charitable Remainder Trust	P. O. Box 1029 Glenwood Springs, Co. 81602	1%

225322

RECORDED July 13 19 89 10:15 AM
IN BOOK 83 O&G PAGE 281
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

being in all a total of an undivided -----ONE PERCENT-------overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 29, North, Range 114 West, 6th PM

Section 33: Lots 1, 2, 3, 4, NE¼, E½NW¼, SW¼NW¼, N½S½

CONTAINING 619.07 ACRES MORE OR LESS

This assignment to be EFFECTIVE 12:01 A. M., July 1, 1989, and is intended to convey all interest owned by the Assignor BELOW THE TOP OF THE MISSISSIPPIAN MADISON FORMATION AT APPROXIMATELY 14,122 FEET DEEP.

~~Containing XXXXXXXXXX more or less.~~

WITNESS our hands this 21 day of June, 19 89.

Sarah F. Fleming & Co., a Partnership

BY: Sarah F. Fleming
Sarah F. Fleming, General Partner

STATE OF COLORADO)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 21st day of June, 1989, by Sarah F. Fleming.

Witness my hand and official seal.

Notary Public
1120 Lincoln St. #1100
Denver, Co. 80203

My commission expires 12-16-89

STATE OF _____)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 19___, by _____ as _____ of _____, corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires _____

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-0318990

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That A. W. Fleming & Co., a Partnership

P. O. Box 1029, Glenwood Springs, Co. 81602

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
A. W. and Sarah F. Fleming Charitable Remainder Trust	P. O. Box 1029 Glenwood Springs, Co. 81602	2/3 of 1%

225323

RECORDED July 13 1989 10:15A M
IN BOOK 83 of G PAGE 282
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

being in all a total of an undivided TWO THIRDS OF ONE PERCENT overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 114 West, 6th PM

Section 5: Lots 7, 8, 9, 10, 11, 12

CONTAINING 165.36 ACRES MORE OR LESS

This assignment to be EFFECTIVE 12:01 A. M., July 1, 1989, and is intended to convey all interest owned by the Assignor BELOW THE TOP OF THE MISSISSIPPIAN MADISON FORMATION AT APPROXIMATELY 14,122 FEET DEEP.

~~containing XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

WITNESS our hands this 21 day of June, 1989.

A. W. Fleming & Co., a Partnership

BY: A. W. Fleming
A. W. Fleming, General Partner

STATE OF COLORADO)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 21st day of June, 1989, by A. W. Fleming.

Witness my hand and official seal.

Janet M. Fedirick
Notary Public
1120 Lincoln St. #1110
Denver, Co - 80203

My commission expires 12-16-89

STATE OF)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of , 19 , by as of , corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires

STATE OF WYOMING

COUNTY OF SUBLETTE

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale, effective as of 7:00 a.m., Central Standard Time, the 1st day of January, 1989, is by and between TOTAL MINATOME CORPORATION, with an office at 2 Houston Center, Suite 2000, Houston, Texas 77002 (herein called "Assignor", "TMC" or "Seller") and RIM NOMINEE PARTNERSHIP, a Colorado general partnership, with an office at 330 North Belt East, Suite 210, Houston, Texas 77060 (herein called "Assignee" or "Buyer").

W I T N E S S E T H:

WHEREAS, Assignor is the present owner as its interest appears of record, of certain oil, gas and other mineral leases as more particularly identified on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, Assignor has agreed to assign, sell and transfer to Assignee all of its right, title and interest in said leases, wells and personal property attached thereon, all for the consideration and on the terms and conditions as expressed herein.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor, subject to the terms hereof, does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY and ASSIGN unto Assignee, its successors and assigns, effective as of the above stated date, all of Assignor's right, title and interest in and to:

A. The oil, gas and other mineral leases, properties and interests and rights appertaining thereto, which are described on Exhibit "A" (all of which are collectively referred to as "Lease Interests"), subject, however, to the reservations, provisions and conditions contained in said Lease Interests.

225354

RECORDED July 17 19 89 1:16 PM
IN BOOK 83 O&G PAGE 283
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

B. Any unitization, pooling, communitization agreements, declarations and orders relating to the Lease Interests and the units created thereby (including, without limitation, all units formed under orders, regulations, rules and other official acts of any federal, state or other governmental agency having jurisdiction), but only insofar as the same cover the Lease Interests, and subject additionally to the terms and provisions of said agreements, declarations and orders;

C. Rights and obligations of Assignor under all presently existing oil and gas sales, purchase, exchange, transportation and processing agreements, casinghead gas contracts, operating agreements, farmouts and other contracts or agreements relating to the Lease Interests.

D. All interests of Assignor in personal property, easements, permits, licenses, rights-of-way, gathering facilities, lease and well equipment, casing, tubing, and any and all other subsurface and surface equipment (hereinafter collectively called "Personal Property") situated upon or used in connection with the Lease Interests.

Provided further, however, the Personal Property herein described is assigned, transferred and accepted by Assignee WITHOUT WARRANTY OF ANY NATURE, EITHER EXPRESSED, STATUTORY OR IMPLIED, WHETHER AS TO DESCRIPTION, CONDITION, QUALITY, FITNESS FOR ANY PURPOSE, MERCHANTABILITY, COMPLETENESS, CONFORMITY TO ANY MODEL, SAMPLE OR DESCRIPTION OR OTHERWISE. Assignee has had an opportunity to inspect said Personal Property and accepts same on an as-is, where-is basis, subject to all obvious and latent defects and all risks inherent in using and operating same.

All of Assignor's right, title and interest of the above-described properties, interests and rights specified in the foregoing subparagraphs A, B, C and D are herein collectively called the "Assigned Interests."

TO HAVE AND TO HOLD the Assigned Interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever, without warranty, either express or implied, effective from the date first above written.

This Assignment and Bill of Sale and the rights transferred hereunder are subject to the terms and conditions of all unit agreements, as well as all operating agreements, pooling designations, unit orders, gas sales contracts and the production status of the Assigned Interests affecting, as well as all other agreements and commitments presently in force, and any and all other matters, encumbrances and ownership interests as the same may appear of record which may in anywise affect the Assigned Interests, the leases described in Exhibit "A" or the lands covered thereby, to all of which and the record thereof reference is made for all purposes.

Assignee agrees to assume its share of all obligations, expressed and implied, contained in the leases described on Exhibit "A", applicable operating and unit agreements, gas sales contracts and related agreements, and agrees to operate and develop the Lease Interest in strict compliance with the terms and conditions of said leases as a reasonable prudent operator in strict compliance with all applicable laws, rules and regulations of any governmental authority. Assignee specifically agrees to be responsible for its share of the proper plugging and abandoning of the wells presently located and producing on the lands covered by the Lease Interests, and the restoration of the surface in accordance with the terms of the applicable lease, as well as any wells subsequently drilled on the leases described on Exhibit "A", all as may be required by the applicable governmental authority having jurisdiction.

As of the effective date hereof, Assignee shall assume its share of responsibility for the Assigned Interests and all operations thereon or related thereto. Assignee hereby agrees to indemnify and save Assignors (including its representative, agents, employees and officers) harmless from and against any and all losses, demands, liability, lawsuits and claims (including related attorneys' fees) for personal injury or death, property damage or destruction, failure to properly plug or abandon any well or restore any surface location brought by any person or entity in any way relating to the Assigned Interests, the operations thereon by Assignee, Assignee's agents, contractors,

successors or assigns, or the rights and benefits transferred under this Assignment and Bill of Sale.

If any oil and/or gas lease or other interests covered by this Agreement are now, or may hereafter be, determined to be covered and affected by a gas sales contract which was in effect on July 18, 1986, Buyer agrees, with respect to any such lease or interests covered and affected by this Agreement or any other interest of Buyer that may be covered by such gas sales contract, that it shall not, without TMC's prior written approval, directly or indirectly, initiate "good faith negotiations" with the Purchaser under such gas sales contract pursuant to Federal Energy Regulatory Commission Order Nos. 451, 451-A, 451-B or any supplemental or superseding orders or any extensions or revisions thereof, or other orders predicated thereon or of similar import (hereinafter referred to as "Order No. 451, as amended").

It is agreed and understood that TMC will withhold such prior approval unless Seller's retained interests under such gas sales contract, if any, and any other of Seller's gas sales contracts with the Purchaser under such gas sales contract can be brought into the good faith negotiations conducted pursuant to Order No. 451, as amended, and unless TMC determines, in its sole discretion, that it is advantageous or desirable for TMC to include any such retained interests and/or other of Seller's gas sales contracts in such negotiations. Seller's refusal to grant such approval to Buyer, if either or both of such conditions cannot be unqualifiedly met, shall not be unreasonable or arbitrary.

Further, TMC specifically reserves the right entirely in its sole discretion, at any time or from time to time, to initiate good faith negotiations with the Purchaser under any gas sales contract covering and/or affecting the interests covered by this Agreement pursuant to Order No. 451, as amended, which negotiations shall cover and include all of the interests of Buyer under such gas sales contract(s), and in such negotiations, Seller shall be empowered to make any decision or take any action for Buyer with respect to Buyer's affected interests as fully as Buyer might do and with like effect as if Buyer itself had done so.

Buyer hereby confirms Seller's exclusive authority so as to act for Buyer in such good faith negotiations under such circumstances, which authority shall be in the nature of an

agency coupled with an interest and shall be irrevocable as a covenant running with and bearing upon the interests of the Buyer covered and affected by this Agreement and/or the gas sales contract(s) pertinent thereto.

With respect to any and all loss, harm or damage to Buyer that may arise out of or as a result of Seller's good faith negotiations with the Purchaser under gas sales contracts in effect on July 18, 1986, which may cover or affect, directly or indirectly, any oil and/or gas lease or other interests covered by this Agreement, Buyer hereby (i) waives any and all claims, whether legal or equitable, asserted or unasserted, or known or unknown, against Seller; and (ii) releases Seller from all liability.

Seller does not agree, and shall not be obligated hereby, to submit to any pipeline except ANR Pipeline Company, Panhandle Eastern Pipeline Company and Natural Gas Pipeline Company of America, any offer of credits or agreement in lieu thereof under Federal Energy Regulatory Commission (FERC) Order No. 500, et. seq. As to the excepted pipelines noted above, Seller agrees to furnish such pipelines with an offer of credits or agreements in lieu thereof sufficient to enable Buyer's production to be eligible for "open access" transportation by such pipelines. Buyer hereby agrees and acknowledges that it does not by this Agreement obtain or otherwise have any right to submit any offer of credits or to make any agreement in lieu thereof under FERC Order No. 500, et. seq., for or on behalf of Seller. Buyer agrees that in order to permit gas production from any of Seller's leasehold or other interests to be eligible for "open access" transportation by the pipeline, Seller shall be empowered to make any decision or take any action for Buyer with respect to the assigned interests as fully as Buyer might do and with like effect as if Buyer itself had done so. Buyer hereby confirms Seller's exclusive authority so to act for Buyer in offering take-or-pay credits under such circumstances, which authority shall be in the nature of an agency coupled with an interest and shall be irrevocable as a covenant running with and bearing upon the interest of the Buyer covered and affected by this Agreement and/or the gas sales contract pertinent thereto.

Assignor agrees to execute, acknowledge and deliver to Assignee any other additional instruments, notices, division orders, transfer orders, assurances to third parties and other

documents and to do such further acts as may be reasonably necessary to fully and effectively acknowledge and confirm the transfer of the Assigned Interests to Assignee.

EXECUTED as of the 21st day of June, 1989, but effective as of the date above written.

ATTEST:

By: _____
Assistant Secretary

TOTAL MINATOME CORPORATION

By: _____
J. Kirby Barry
Vice President, Land

ATTEST:

By: _____
Assistant Secretary

RIM NOMINEE PARTNERSHIP
By S & S Energy Inc.,
its managing general partner

By: _____
Stephen W. Reector
President

STATE OF TEXAS §

COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Debra Ann Mauro, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that on 21st June, 1989, there personally appeared before me, Stephen W. Rector, President, and Susan B. Rector, Assistant Secretary of S & S Energy, Inc., a Texas corporation, such corporation being a party to the foregoing instrument in its own capacity or as a managing general partner of a partnership known to me to be the persons and officers whose names are subscribed to the foregoing instruments and that:

COLORADO
NEW MEXICO
NORTH DAKOTA
TEXAS AND
WYOMING

They acknowledged to me that they freely executed the same as the volumtary act of the corporation for the purposes and consideration therein expressed and in the capacity therein stated.

MISSISSIPPI

Before me personally appeared such persons, who acknowledged themselves to be the aforementioned officers of the corporation specified above opposite their names, and that they, being authorized so to do, executed the foregoing instrument on behalf of such corporation for the purposes therein contained by signing the name of such corporation.

MONTANA

Before me personally appeared such persons, known to me to be the above designated officers of the corporation specified above opposite their names, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

LOUISIANA

Before me appeared the above named persons, to me personnally known, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of the above named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed in my presence and in the presence of the two witnesses whose names are subscribed as such, being competent witnesses and sealed in behalf of the corporation by the authority of its Board of Directors and that they acknowledged the instrument to be the free act and deed of the corporation.

OHIO

Before me personnally appeared such persons, who acknowledged themselves to be the aforementioned officers of the corporation which executed the aforegoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

ALABAMA

Before me personnally appeared such persons, known to be the above designated officers of the corporation specified above, as managing general partner of RIM NOMINEE PARTNERSHIP, have signed the foregoing Assignment and Bill of Sale and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment and Bill of Sale, 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 managing general partner as aforesaid.

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



Debra Ann Maus
Notary Public in and for the
State of T E X A S

My Commission Expires 11/19/91

[redacted] [redacted] [redacted]

STATE OF TEXAS §

COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, LAURA G. TAKACS, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that on 21ST June, 1989, there personally appeared before me, J. Kirby Barry, Vice President, Land and Norman H. Inman, Assistant Secretary of TOTAL MINATOME CORPORATION, a Delaware corporation, such corporation being a party to the foregoing instrument in its own capacity and known to me to be the persons and officers whose names are subscribed to the foregoing instruments and that:

COLORADO
NEW MEXICO
NORTH DAKOTA
TEXAS AND
WYOMING

They acknowledged to me that they freely executed the same as the volumtary act of the corporation for the purposes and consideration therein expressed and in the capacity therein stated.

MISSISSIPPI

Before me personally appeared such persons, who acknowledged themselves to be the aforementioned officers of the corporation specified above opposite their names, and that they, being authorized so to do, executed the foregoing instrument on behalf of such corporation for the purposes therein contained by signing the name of such corporation.

MONTANA

Before me personally appeared such persons, known to me to be the above designated officers of the corporation specified above opposite their names, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

LOUISIANA

Before me appeared the above named persons, to me personnally known, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of the above named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed in my presence and in the presence of the two witnesses whose names are subscribed as such, being competent witnesses, and sealed in behalf of the corporation by the authority of its Board of Directors and that they acknowledged the instrument to be the free act and deed of the corporation.

OHIO

Before me personnally appeared such persons, who acknowledged themselves to be the aforementioned officers of the corporation which executed the aforegoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

ALABAMA

Before me personnally appeared such persons, who acknowledged themselves to be the aforementioned officers of the corporation and have signed the foregoing Assignment and Bill of Sale and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment and Bill of Sale, they, as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

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

Laura G Takacs

Notary Public in and for the
State of T E X A S

My Commission Expires

LAURA G. TAKACS
Notary Public, State of Texas
My Commission Expires [illegible] 1992

J.4/4

EXHIBIT 'A'

TO _____

COVERING LANDS IN
SUBLETTE COUNTY, STATE OF WYOMING

PROPERTY NO	LEASE DATE	EFFECTIVE DATE	CURRENT RECORDING BOOK	PAGE	ENTRY
01-0002341-001	11/15/1965	12/01/1965			

GROSS ACRES 920.00000
LESSOR : U S DEPARTMENT OF THE INTERIOR
LESSOR ID: W-0320797
LESSEE : MARGARET E ALLEN
PROSPECT : LABARGE-EDEN

TRACT	DESCRIPTION
001	T27N, R110W, SECTION 23: E/2SE SECTION 26: NENE (ALL WITHIN THE 600-ACRE JEFFERSON UNIT CONTRACTED 10/19/87)
002	T27N, R110W, 6TH P.M. SECTION 23: W/2SE, SW SECTION 26: NWNE, S/2NE, NW, SW, N/2SE, SWSE

PROPERTY NO	LEASE DATE	EFFECTIVE DATE	CURRENT RECORDING BOOK	PAGE	ENTRY
01-0002371-001	11/19/1974	12/01/1974			

GROSS ACRES 481.76000
LESSOR : U S DEPARTMENT OF THE INTERIOR
LESSOR ID: W-48190
LESSEE : WILLEDEAN M ARATA
PROSPECT : LABARGE-EDEN

TRACT	DESCRIPTION
001	T27N, R110W, SECTION 1: LOTS 1,2,3,4, S/2N/2; SECTION 2: LOTS 1,2, S/2NE

293

294

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW 103010

Lease Effective Date
(Anniversary Date)
February 1, 1987

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street 1801 California St., Suite 4800
   City, State, ZIP Code Denver, CO 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 112 West, 6th PM Section 33: SW¼ Containing 160.00 acres, more or less Sublette County, Wyoming	100%	100%	None	None	5% of 8/8ths

225399

RECORDED July 20 19 89 10:45 AM
IN BOOK 83 O & G PAGE 294
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 1 1989

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ DAVID A. POMERINKE SUPERVISORY LAND LAW EXAMINER JUN 12 1989
0057820-000 GRB (Authorized Officer) Green River Bond (Title) **FOR ASSIGNEE** (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of a[redacted] assignee(s) on reverse of this form or on a separate attached sheet of [redacted]
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted]

[redacted] [redacted] [redacted]

State of Colorado)
)ss
County of Jefferson)

The foregoing instrument was acknowledged before me by Alan S. Dille this 11th day of April, 1989.

Witness my hand and official seal

Notary Public

My Commission Expires: may 29, 1989



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of April, 1989, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

3-27-93

Notary Public

ADDRESS:

1801 California Street, Suite 4800
Denver, Colorado 80202-2648

in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 11th day of April, 19 89

Name of Assignor as shown on current lease Resource Strategies
Please type or print

Assignor by: [signature] General Partner
(Signature)

or

Attorney-in-fact _____
(Signature)

355 Union Blvd, Suite 300
(Assignor's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

Executed this 26th day of April, 19 89

Assignee Enron Oil & Gas Company

or

Attorney-in-fact [signature]
(Signature)

D. Weaver

Title 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.

0050018-000

RATIFICATION OF OIL & GAS LEASES

THAT, WHEREAS, under date of the 5th day of October, 1946, a certain oil and gas lease was made, executed, and delivered by WILLIAM J. McGINNIS and MAMIE McGINNIS, as Lessors, to The Carter Oil Company (now ENRON OIL & GAS COMPANY, successor in interest by assignment), as Lessee, covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 113 West
Tract 45 and Tract 47

said lease being recorded in Book 2, Page 109 of the Oil & Gas Records of Sublette County, Wyoming, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) 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, agree that the terms and provisions of the Subject Lease are and have remained in full force and effect in accordance therewith, and the parties desire to document those facts, 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, grant 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 have 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.

This instrument shall be binding upon the undersigned, their heirs, successors and assigns and shall be deemed a covenant running with the lands.

225400

RECORDED July 20 1989 10:45 A M
IN BOOK 83 O&G PAGE 296
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [redacted] Riley

5510D

[redacted]

[redacted] [redacted] [redacted]

Witness the execution hereof on this 24 day of April '89, 1989.

Mary Nell Hannon McGinnis

Mary Nell Hannon McGinnis

STATE OF ~~WYOMING~~ Washington)
) ss.
COUNTY OF Clallam)

The foregoing instrument was acknowledged before me this 24th day of ~~Sequim~~ April, 1989, by Mary Nell Hannon McGinnis.

WITNESS my hand and official seal.

VICKIE L. CLINTON NOTARY PUBLIC COMMISSION EXPIRES SEP 21 1992 STATE OF WASHINGTON

Vickie L Clinton

Notary Public

My Commission Expires: Sept 21, 1992

0050018-000

RATIFICATION OF OIL & GAS LEASES

THAT, WHEREAS, under date of the 5th day of October, 1946, a certain oil and gas lease was made, executed, and delivered by WILLIAM J. McGINNIS and MAMIE McGINNIS, as Lessors, to The Carter Oil Company (now ENRON OIL & GAS COMPANY, successor in interest by assignment), as Lessee, covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 113 West
Tract 45 and Tract 47

said lease being recorded in Book 2, Page 109 of the Oil & Gas Records of Sublette County, Wyoming, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) 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, agree that the terms and provisions of the Subject Lease are and have remained in full force and effect in accordance therewith, and the parties desire to document those facts, 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, grant 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 have 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.

This instrument shall be binding upon the undersigned, their heirs, successors and assigns and shall be deemed a covenant running with the lands.

225401

5507D

-1

RECORDED July 20 89 10:45 A.M.
IN BOOK 83 O & G PAGE 298
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted] By: [redacted] Riley

[redacted] [redacted] [redacted]

Witness the execution hereof on this 8 day of May, 1989.

Aaron H. McGinnis
Aaron H. McGinnis

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 8th day of May, 1989, by Aaron H. McGinnis.

WITNESS my hand and official seal.

Stacy A. Werner
Notary Public

My Commission Expires: 11-16-91

Stacy A. Werner
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Nov. 16, 1991

00S0018-000

RATIFICATION OF OIL & GAS LEASES

THAT, WHEREAS, under date of the 5th day of October, 1946, a certain oil and gas lease was made, executed, and delivered by WILLIAM J. McGINNIS and MAMIE McGINNIS, as Lessors, to The Carter Oil Company (now ENRON OIL & GAS COMPANY, successor in interest by assignment), as Lessee, covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 113 West
Tract 45 and Tract 47

said lease being recorded in Book 2, Page 109 of the Oil & Gas Records of Sublette County, Wyoming, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) 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, agree that the terms and provisions of the Subject Lease are and have remained in full force and effect in accordance therewith, and the parties desire to document those facts, 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, grant 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 have 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.

This instrument shall be binding upon the undersigned, their heirs, successors and assigns and shall be deemed a covenant running with the lands.

225402

5509D

RECORDED July 20 '89 10:45 A M
IN BOOK 83 O&G PAGE 300
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted]

[redacted] [redacted] [redacted]

Witness the execution hereof on this 15th day of May, 1989.

Marjorie Brawley

Marjorie Brawley

STATE OF ~~WYOMING~~ COLORADO)
) ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 15th day of May, 1989, by Marjorie Brawley.

WITNESS my hand and official seal.

Laura M. Jackett

Notary Public

My Commission Expires: August 15, 1992

1000-020
0050018-000

RATIFICATION OF OIL & GAS LEASES

THAT, WHEREAS, under date of the 5th day of October, 1946, a certain oil and gas lease was made, executed, and delivered by WILLIAM J. McGINNIS and MAMIE McGINNIS, as Lessors, to The Carter Oil Company (now ENRON OIL & GAS COMPANY, successor in interest by assignment), as Lessee, covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 113 West
Tract 45 and Tract 47

said lease being recorded in Book 2, Page 109 of the Oil & Gas Records of Sublette County, Wyoming, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) 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, agree that the terms and provisions of the Subject Lease are and have remained in full force and effect in accordance therewith, and the parties desire to document those facts, 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, grant 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 have 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.

This instrument shall be binding upon the undersigned, their heirs, successors and assigns and shall be deemed a covenant running with the lands.

225403

RECORDED July 20 19 89 10:45 A M
IN BOOK 83 O&G PAGE 302
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]man Riley

5508D

[redacted] [redacted] [redacted]

Witness the execution hereof on this 2nd day of May,

1989.

Victor S. McGinnis

Victor S. McGinnis

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 2nd day of May, 1989, by Victor S. McGinnis.

WITNESS my hand and official seal.

Billie Davidson Notary Public
County of Teton State of Wyoming
My Commission Expires Jan. 20, 1992

Billie Davidson

Notary Public

My Commission Expires: Jan 20, 1992

0050018-000

RATIFICATION OF OIL & GAS LEASES

THAT, WHEREAS, under date of the 5th day of October, 1946, a certain oil and gas lease was made, executed, and delivered by WILLIAM J. McGINNIS and MAMIE McGINNIS, as Lessors, to The Carter Oil Company (now ENRON OIL & GAS COMPANY, successor in interest by assignment), as Lessee, covering the following described lands in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 113 West
Tract 45 and Tract 47

said lease being recorded in Book 2, Page 109 of the Oil & Gas Records of Sublette County, Wyoming, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) 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, agree that the terms and provisions of the Subject Lease are and have remained in full force and effect in accordance therewith, and the parties desire to document those facts, 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, grant 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 have 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.

This instrument shall be binding upon the undersigned, their heirs, successors and assigns and shall be deemed a covenant running with the lands.

225404

RECORDED July 20 1989 10:43AM
IN BOOK 83 Of G PAGE 304
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted] Bonnie Riley

Witness the execution hereof on this 29th day of June,
1989.

William J. McGinnis, Jr.
William J. McGinnis, Jr.

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 29th day of June, 1989, by William J. McGinnis, Jr.

WITNESS my hand and official seal.

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public

My Commission Expires: January 10, 1991

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT is made and entered into this 24th day of June, 1989, by and between the party or parties whose names are subscribed hereto under the designation of Owners, hereinafter referred to as "Lessor", whether one or more, and Shama-Kafar Limited Partnership, a Colorado Limited Partnership, hereinafter referred to as "Lessee";

WHEREAS Murdock Land & Livestock Co., a Wyoming Corporation, and Joseph W. Murdock and Jeane F. Murdock, husband and wife, as lessors; and Gas & Oil Management Inc., a Colorado Corporation, as lessee entered into an Oil & Gas Lease dated June 25, 1986, which was recorded April 14, 1987 in Book 79, Page 84 of Official Records of the County of Sublette, State of Wyoming, reference being hereby made to said book and page for a description of the real property covered by said lease, and

WHEREAS said lease was subsequently assigned from Gas & Oil Management Inc. to Shama-Kafar Limited Partnership on August 5, 1988 and recorded August 15, 1988 in Book 81, Page 596 of Official Records of the County of Sublette, State of Wyoming, and

WHEREAS said lease was made for a primary term of three (3) years from June 25, 1986 to June 24, 1989, and so long thereafter as oil or gas or casinghead gas or other hydrocarbon substances or either or any of them is produced from said land and or said land is included into a cooperative or unit plan of development or operation approved by any governmental authority; and

WHEREAS Lessor and Lessee desire to extend and modify said lease as to the above terms and conditions;

NOW, THEREFORE, for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee hereby extend and modify said lease as Follows:

Lessor and Lessee hereby agree that said lease shall be and is extended for a further period of two (2) years from June 25, 1989 to June 24, 1991, and so long thereafter as oil or gas or casinghead gas or other hydrocarbon substances or either or any of them is produced from said land and or said land is included into a cooperative or unit plan of development or operation approved by any governmental authority.

Lessor hereby grants, leases and lets unto Lessee, and Lessee hereby takes from Lessor, all of the lands embraced by said lease for the term, at the rental, royalty rate, and for the uses and purposes set forth in said lease and as herein amended. Lessor hereby acknowledges full performance by Lessee of all its obligations under said lease to the date hereof, and said lease as amended shall remain in full force and effect.

This Lease Extension Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Lease Extension Agreement is entered into as of the date first hereinabove written.

225415

Murdock Land & Livestock Company

By: Joseph W. Murdock
Joseph W. Murdock, President

Attest: Jeane F Murdock
Jeane F. Murdock, Secretary

RECORDED July 20 1989 1:10 P M.
IN BOOK 83 O & G PAGE 306
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

Joseph W. Murdock
Joseph M. Murdock, an individual

SS# 520-42-4307

Jeane F. Murdock
Jeane F. Murdock, an individual

SS# 520-46-8278

ACKNOWLEDGEMENT

State of Wyoming)
County of Sublette)

The foregoing instrument was acknowledged before me this 28th day of June, 1989, by Joseph W. Murdock and Jeane F. Murdock, as individuals; and as President and Secretary, respectively, and as the only Directors, for and in behalf of Murdock Land & Livestock Company, a Wyoming corporation, which has no corporate seal.

Witness my hand and official seal.

My Commission Expires: 1-10-91

Kathleen A. King
Notary Public

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
[illegible]on Expires Jan. 10, 1991

PRODUCE [redacted]) UP
Rev. 5-60

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 15th day of June, 19 89, by and between

Ruth F. Budd, Trustee and Successor Trustee under an Agreement of Trust dated May 23, 1973

whose post office address is P. O. Box 748, Big Piney, Wyoming 83113, hereinafter called Lessor (whether one or more) and

HIGH PLAINS ENERGY COMPANY whose post office address is 1600 Broadway, Suite 1565, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and 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 30 North, Range 114 West, 6th P.M.
Section 8: E½SE¼
Section 9: SE¼, S½SW¼
Section 15: S½NW¼
Section 16: NE¼NW¼, NW¼NE¼, E½NE¼

Notwithstanding anything contained herein to the contrary, Lessee shall not be allowed any surface occupancy of the lands described herein without the prior written consent of Lessor, and said consent may be totally withheld at the discretion of Lessor.

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 560.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) 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 ~~XXXXXXXX~~ 16% part of all oil produced and saved from the leased premises.
2nd. To pay Lessor ~~XXXXXXXXXXXX~~ 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 ~~XXXXXXXXXX~~ 16%, payable monthly at the wellhead price.
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 ~~XXXXXXXXXX~~ of the proceeds, at the mouth of the well, payable monthly at the well head price.

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 lease-hold 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 re-working 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.

This lease will be limited in depth form the surface of the ground down to the stratigraphic equivalent of the base of the Mesaverde formation (approximately 4,600').

225435

Ruth F. Budd

Ruth F. Budd, Trustee / Successor Trustee under an Agreement of Trust Dated May 23, 1973

Tax I. D. # 520-42-4334

RECORDED July 21 1989 4:00 P M
IN BOOK 83 O&G PAGE 307
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Printed by P&M Printing (303) 423-4691

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of July, 1989, personally appeared Ruth F. Budd, Trustee / Successor Trustee under an Agreement of Trust dated May 23, 1973

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.

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

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

My Commission Expires: January 10, 1991

Kathleen A. King
Notary Public.

Address: Big Piney, Wy.

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 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

225460

ASSIGNMENT

RECORDED July 23 1993 1:45 P.M.
IN BOOK 93 O&G PAGE 309
FEES/Exempt Mary L. Lou Ford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of one Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in the Amoco Building, 1670 Broadway, Denver Colorado 80202, hereinafter referred to as "Assignor" or as "Amoco," hereby does assign, transfer and convey unto Morenergy Exploration Company whose address is 410 17th Street, Suite 805, Denver, Colorado 80202, its successors and assigns, hereinafter referred to as "Assignee," all of its right, title and interest in and to the oil and gas leases described on Exhibit "A," attached and made a part hereof insofar as said leases cover the oil and gas mineral rights in the land described on Exhibit "A," subject to the depth limitations described on Said Exhibit "A," said land being situated in Sublette County, Wyoming, all other depths, zones and formations being expressly reserved herein to Amoco, (said leases and land insofar as said leases cover the oil and gas mineral rights lying in and under said land as to the subsurface depths assigned hereby are sometimes referred to herein as "lease acreage") subject to the following terms, covenants and conditions:

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. The Assignor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) five percent of eight-eighths (5% of 8/8) of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said leases, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on said lease acreage or, at the Assignor's option, to the credit of the Assignor into the pipe line to which said well or wells may be connected;

(b) five percent of eight-eighths (5% of 8/8) of the proceeds from the sale or if no sale, the market value at the well, of all gas and casinghead gas produced and saved from said lease acreage under said leases, which shall be paid to the Assignor free of all costs and expense, except taxes on production.

3. With respect to the overriding royalty herein excepted and reserved by the Assignor, the Assignor and the Assignee agree as follows:

(a) That oil and gas used in drilling and operations on said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(b) That in the event said leases or interest herein assigned cover less than all the oil and gas mineral rights in and to the land covered by this assignment, said overriding royalty as to such leases shall be proportionately reduced.

(c) That in the event any drilling and spacing unit established by governmental authority for production from the lease acreage embraces land in addition to the land covered by this assignment, said overriding royalty shall be proportionately reduced so as to be equal to that proportion of said production which the number of surface acres covered by this assignment and placed in said unit bears to the total number of surface acres included in such drilling or spacing unit.

(d) That said overriding royalty interest shall not be reduced by any overriding royalties, net profits interests, production payments or other burdens on production in excess of the Lessor's royalty, which burden the lease acreage and which are of record as of June 21, 1989.

4. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.**

5. The Assignee shall provide to Assignor, free of cost, all information from any well drilled on the lease acreage or on any lands spaced or unitized therewith, including but not limited to hard copies and tapes of all logs, mud logs, surveys, or analyses and access to all cores and cuttings. Such information shall be provided to Assignee within 30 days of the completion or plugging and abandonment of such well.

6. The Assignee shall offer to reassign the lease acreage to Assignor, without cost and free and clear of any overriding royalties, net profits interests, production payments or other burdens on production by through or under Assignee not later than sixty (60) days prior to the expiration of the primary term of the leases, provided that no productive wells or wells capable of production then exist on the lease acreage or on lands spaced or unitized therewith and no drilling or reworking operations are then being conducted by Assignee. Assignor shall have a period of ten (10) days from receipt of such reassignment offer in which to elect to receive such reassignment.

7. Assignor shall continue to be the rental paying agent for the lease acreage, however, Assignee shall reimburse Assignor for one hundred percent (100%) of any rental so paid within thirty (30) days of receipt of an invoice therefor. Assignor shall have no liability to Assignee for failure to pay rentals or to pay them correctly through error, inadvertence or oversight.

8. This assignment is made subject to all the terms and the express and implied covenants and conditions of said leases to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessors and their heirs, successors and assigns, but also in favor of the Assignor and its successors and assigns.

9. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:	Amoco Production Company P. O. Box 800 Denver, Colorado 80201
Assignee:	Motenergy Exploration Company 410 17th Street, Suite 805 Denver, Colorado 80202

10. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

11. Assignor reserves unto itself, its successors and assigns, the right to use the surface of the lease acreage assigned herein to conduct operations in those depths, zones and formations not assigned herein.

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 19th day of July, 1989, effective as of the 21st day of June, 1989.

AMOCO PRODUCTION COMPANY

By G. W. Chipman
Its Attorney-in-Fact

State of Colorado)
CITY AND : ss.
COUNTY OF DENVER)

The forgoing instrument was acknowledged before me this 19th day of October, 1987, by G. W. CHIPMAN, Attorney-in-fact for AMOCO PRODUCTION COMPANY, a Delaware corporation. WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public
1670 Broadway
Denver, Colorado 80202

My Commission expires: 6/30/90

LEASE SCHEDULE
EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT
FROM AMOCO PRODUCTION COMPANY TO MOREMERGY
EXPLORATION COMPANY, EFFECTIVE JUNE 21, 1989

LEASE NO.	LESSOR	LEASEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
665767-A-	Robert V. Thompson and Bette M. Thompson, husband and wife	Springfield Oil Company	11-05-85	Township 30 North, Range 114 West, 6th P.M. Section 3: NE/4SE/4; Section 14: SW/4NE/4, W/2SE/4, SW/4, S/2NW/4, NW/4NW/4; Section 15: NE/4NE/4, SE/4; Section 22: NE/4NE/4. Sublette County, Wyoming From the surface down to the base of the Mesaverde foreation; being the stratigraphic equivalent of 4,300' subsurface in the Apache Corporation #1-14 Vernon Johnson well located in the SE/4SE/4 of Section 14-T30N-R114W.	76	221
665767-B-	Frances M. Johnson, a single woman	Springfield Oil Company	11-05-85	Township 30 North, Range 114 West, 6th P.M. Section 3: NE/4SE/4; Section 14: SW/4NE/4, W/2SE/4, SW/4, S/2NW/4, NW/4NW/4; Section 15: NE/4NE/4, SE/4; Section 22: NE/4NE/4. Sublette County, Wyoming From the surface down to the base of the Mesaverde formation; being the stratigraphic equivalent of 4,300' subsurface in the Apache Corporation #1-14 Vernon Johnson well located in the SE/4SE/4 of Section 14-T30N-R114W.	76	217

BLANKET ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **HIGH PLAINS ENERGY COMPANY**, of 1600 Broadway, Suite 1565, Denver, Colorado, 80202, hereinafter called Assignor, for and in consideration of Ten and More Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado, 80202, an undivided 75% interest, and unto **PRIMA OIL & GAS COMPANY** of 1801 Broadway, Suite 500, Denver, Colorado, 80202, an undivided 25% interest, collectively hereinafter called Assignee, all of its right, title and interest as set out above, in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made without any warranties whatsoever, either express or implied. This assignment is made subject to the terms and conditions of that certain letter agreement dated April 3, 1989, between R. K. O'Connell, R. K. O'Connell Pension Plan, Hawthorn Oil Company and High Plains Energy Company.

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED this 6th day of July, 1989.

ATTEST

SEAL

James F. Winter, Secretary

HIGH PLAINS ENERGY COMPANY

By: George W. Clay IV

George W. Clay, IV, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of July, 1989, by George W. Clay, IV, President of High Plains Energy Company.

WITNESS my hand and notarial seal.

My Commission Expires 4/30/93

Notary Public

225471

RECORDED July 26 1989 9:30 A.M.
IN BOOK 83 O&G PAGE 313
FEES $9.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

EXHIBIT "A"

Attached to and made a part of that certain Blanket Assignment of Oil and Gas Leases dated July 6, 1989, by and between HIGH PLAINS ENERGY COMPANY, as Assignor and APEX ENERGY COMPANY and PRIMA OIL & GAS COMPANY, as Assignee.

TRACT 1 - LANDS BEING ASSIGNED

Township 29 North, Range 114 West 6th P.M.
Section 11: SE4NE4
Section 12: NE4, N2SE4, NE4SW4, S2NW4
Containing 400.00 acres
Sublette County, Wyoming

TRACT 1 - LEASE BEING ASSIGNED

PREVIOUSLY RESERVED ORR	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
2.5%	Robert V. Thompson and Bette M. Thompson, husband and wife	R. K. O'Connell	November 17, 1985	76 - 8

TRACT 2 - LANDS BEING ASSIGNED

Township 29 North, Range 113 West, 6th P.M.
Section 6: Lots 5(42.66), 6(41.64), 7(40.61), W2SE4, E2SW4, SE4NW4
Section 7: Lots 1(40.14), 2(40.21), W2NE4, E2NW4

Township 29 North, Range 114 West, 6th P.M.
Section 1: Lots 5(40.32), 6(40.57), 7(40.46), SW4NE4, W2SE4
Containing 806.61 acres Sublette County, Wyoming

TRACT 2 - LEASE BEING ASSIGNED

PREVIOUSLY RESERVED ORR	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
2.5%	Robert V. Thompson and Bette M. Thompson, husband and wife	R. K. O'Connell	May 22, 1986	77 - 137

TRACT 3 - LANDS BEING ASSIGNED

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2(35.77), 3(36.33), S2NW4, SW4NE4, SW4, W2SE4
Section 6: S2NE4, E2SE4
Section 8: NE4NW4
Containing 632.10 acres Sublette County, Wyoming

TRACT 3 - LEASE BEING ASSIGNED

PREVIOUSLY RESERVED ORR	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
2.5%	Robert V. Thompson and Bette M. Thompson, husband and wife	R. K. O'Connell	November 17, 1985	76 - 5

[redacted] [redacted] [redacted]

TRACT 4 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: SE4NE4, W2NE4, NW4
Section 23: SE4NE4, W2NE4, NW4, N2S2
Containing 960.00 acres Sublette County, Wyoming

TRACT 4 - LEASES BEING ASSIGNED

PREVIOUSLY RESERVED ORR	LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
5.0%	Inez P. Finnegan, also known as Inez Finnegan, a widow	R. K. O'Connell	December 8, 1985	76 - 417
5.0%	Clifford R. Daniels, same person as Clifford P. Daniels and Sophie M. Daniels, husband and wife	R. K. O'Connell	December 30, 1985	76 - 415
5.0%	Kenneth M. Gloster and Pat Gloster, husband and wife	R. K. O'Connell	February 3, 1986	76 - 647
5.0%	Kessler Gossage and Barbara Gossage, husband and wife	R. K. O'Connell	February 3, 1986	76 - 649
5.0%	Dru Van Riper and John Van Riper, wife and husband	R. K. O'Connell	February 3, 1986	76 - 651
5.0%	Charles R. Springman, a single man	R. K. O'Connell	February 3, 1986	76 - 653
5.0%	Frank J. Springman, a single man	R. K. O'Connell	February 3, 1986	76 - 655
5.0%	Shannon M. Trivelpiece and Robert Trivelpiece, wife and husband	R. K. O'Connell	February 3, 1986	76 - 657

END OF EXHIBIT "A"

BLANKET ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **HIGH PLAINS ENERGY COMPANY**, of 1600 Broadway, Suite 1565, Denver, Colorado, 80202, hereinafter called Assignor, for and in consideration of Ten and More Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado, 80202, an undivided 75% interest, and unto **PRIMA OIL & GAS COMPANY** of 1801 Broadway, Suite 500, Denver, Colorado, 80202, an undivided 25% interest, collectively hereinafter called Assignee, all of its right, title and interest as set out above, in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said leases cover those rights as set forth herein, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made without any warranties whatsoever, either express or implied. All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED this 6th day of July, 1989.

HIGH PLAINS ENERGY COMPANY

SEAL

James L. Winter, Secretary

By: George W. Clay IV

George W. Clay IV, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of July, 1989, by George W. Clay, IV, President of High Plains Energy Company.

WITNESS my hand and notarial seal.

My Commission Expires 4/30/93

Notary Public

225472

RECORDED July 26 AD 89 9:30 A M
IN BOOK 83 O&G PAGE 316
FEES $12.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Blanket Assignment of Oil and Gas Leases dated July 6, 1989, by and between HIGH PLAINS ENERGY COMPANY, as Assignor and APEX ENERGY COMPANY and PRIMA OIL & GAS COMPANY, as Assignee.

TRACT 1 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West 6th P.M.
Section 25: NE4, NE4NW4, E2SE4
Containing 280.00 acres
Sublette County, Wyoming

TRACT 1 - LEASE BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Robert A. Springman and Wilda Springman, husband and wife	High Plains Energy Company	April 10, 1989	83 - 216

TRACT 2 - LANDS BEING ASSIGNED

Township 30 North, Range 113 West, 6th P.M.
Section 19: Lot 4
Section 30: Lots 1, 2, 3, E2NW4, NE4SW4, W2E2
Containing 455.34 acres
Sublette County, Wyoming

TRACT 2 - OPTION BEING ASSIGNED

OPTIONOR	OPTIONEE	OPTION DATE	RECORDING DATA BOOK - PAGE
Robert A. Springman and Wilda Springman, husband and wife	High Plains Energy Company	April 24, 1989	55 - 547

TRACT 3 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West, 6th P.M.
Section 34: N2NE4, SE4NE4
Section 35: SW4NW4, NW4SW4
Containing 200.00 acres
Sublette County, Wyoming

TRACT 3 - LEASE BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Karen Davis, aka Karen Sue Luce Davis, aka Karen Sue Luce Dean, Individually and as Executrix for the Estate of Shirley B. Luce, and as Natural Guardian for Benny James, aka Benny James Davis and Bradley Reece Davis	High Plains Energy Company	April 10, 1989	83 - 222

TRACT 4 - LANDS BEING ASSIGNED

Township 29 North, Range 114 West, 6th P.M.
Section 3: N2SE4
Containing 80.00 acres
Sublette County, Wyoming

TRACT 4 - LEASE BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Frank Schneider, a married man dealing in his sole and separate property	High Plains Energy Company	May 2, 1989	83 - 214

TRACT 5 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4
Containing 40.00 acres
Sublette County, Wyoming

TRACT 5 - LEASE BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Cross Lazy Two Land & Livestock, Robert V. Thompson and Bette M. Thompson, Individually	High Plains Energy Company	May 19, 1989	83 - 246
Frances M. Johnson, a single woman	High Plains Energy Company	May 19, 1989	83 - 250

TRACT 6 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4
Containing 160.00 acres
Sublette County, Wyoming

TRACT 6 - LEASES BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Jennie B. Jordan	High Plains Energy Company	May 23, 1989	83 - 260
Dorthea B. Newcomb, a widow, as life tenant, and Jacqueline J. Rosenberg, fka Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate	High Plains Energy Company	May 23, 1989	83 - 264

TRACT 7 - LANDS BEING ASSIGNED

Township 30 North, Range 114 West, 6th P.M.
Section 23: NE4NE4
Section 24: W2NW4, SE4NW4, S2
Containing 480.00 acres
Sublette County, Wyoming

TRACT 7 - LEASE BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Dan H. Budd, a married man dealing in his sole and separate property; Budd and Sons Land Company, a Partnership	High Plains Energy Company	May 19, 1989	83 - 254

TRACT 8 - LANDS BEING ASSIGNED

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW4
Section 2: Lot 3(28.58), SE4NW4, E2SW4, S2SE4
Section 11: N2NE4
Section 12: N2NW4
Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE4
Section 35: S2SW4
Containing 628.58 acres
Sublette County, Wyoming

TRACT 8 - LEASES BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Pamela C. Johnson, a married woman dealing in her sole and separate property	High Plains Energy Company	May 19, 1989	83 - 275
Penny D. Chrisman, a single woman	High Plains Energy Company	May 19, 1989	83 - 271

END OF EXHIBIT "A"

320

James M. Miller et al Lease
8-57269-00/112027
RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Recorded Page	Description
James M. Miller, Robert M. Miller Jr., and Tara Miller, husband and wife, Kathleen Anne Miller, Priscilla M. Miller Kysar as Guardian of Patricia Mildred Miller and Mathew Daniel Miller, Minors, and Mildred M. Miller	8/5/80	60	36	T-34-N, R-111-W Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, W½SE¼ Sec. 7: Lot 1, NE¼NW¼

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease;

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

225502 DATED the 13th day of June, 1989.

RECORDED July 31 1989 8:00 A M
IN BOOK 83 O & G PAGE 320
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CHEVRON U.S.A. INC.

By J. P. Harrington
Assistant Secretary

By: mcr Rly

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

OFFICIAL SEAL
MARCIA D. HIGHFILL
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Sept. 29, 1989

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared J.P. HARRINGTON to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 14th day of June, 1989.

My commission expires:
September 29, 1989

Marcia D. Highfill
Notary Public

[redacted] ORIGINAL [redacted]

8-57[redacted] 12057

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Page	Description
James M. Miller, Robert M. Miller Jr., and Tara Miller, husband and wife, Kathleen Anne Miller, Priscilla M. Miller Kysar as Guardian of Patricia Mildred Miller and Mathew Daniel Miller, Minors, and Mildred M. Miller	8/5/80	60	54	T-34-N, R-112-W Sec. 1: Lot 1, SE¼NE¼, E½SE¼ T-35-N, R-112-W Sec. 25: E½SE¼ T-35-N, R-111-W Sec. 30: Lots 3 & 4, E½SW¼, SW¼SE¼ Sec. 31: Lots 1, 2, 3, 4, E½W½, W½E½, SE¼NE¼, E½SE¼ Sec. 32: NE¼NW¼, S½NW¼, N½SW¼, SW¼SW¼

225503

RECORDED July 31 19 89 8:00 A M
IN BOOK 83 OF G PAGE 321
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease;

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

DATED the 13th day of June, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington
Assistant Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

OFFICIAL SEAL
MARCIA D. HIGHFILL
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Sept. 29, 1989

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared J.P. HARRINGTON to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 14th day of June, 1989.

My commission expires:
September 29, 1989

Marcia D. Highfill
Notary Public

ORIGINAL 321

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Robert Springman and Wilda Springman, husband and wife as Lessor, and Williams Exploration Company, as Lessee, dated the 9th day of January, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4, NE4NW4, E2SE4

and containing 280.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 64 of Photos, at Page 288.

WITNESS the following signatures this 29th day of June, 1989.

Corexcal, Inc. a Delaware Corporation

ATTEST: Carolyn E. Richards By: _____
Jacques Payan, President

~~STATE OF~~ PROVINCE OF ALBERTA)
) ss.
~~COUNTY OF~~ CITY OF CALGARY)

On this 29th day of June, 1989, before me personally appeared Jacques Payan, to me personally known, who, being by me duly sworn, did say that he is the President of Corexcal, 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of June, ~~1988~~ 1989.

My Commission Expires December 31, 1989

_____
T. Peter Burns
Notary Public in and for the Province of Alberta

225504

RECORDED July 31 ~~19~~ 89 8:00 AM
IN BOOK 83 O&G PAGE 322
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

James [redacted] et al Lease
8-572[redacted]12037

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

WHEREAS, CHEVRON U.S.A. INC., a Pennsylvania corporation, is the present record owner and holder of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Recorded Page	Description
James M. Miller, Robert M. Miller Jr., and Tara Miller, husband and wife, Kathleen Anne Miller, Priscilla M. Miller Kysar as Guardian of Patricia Mildred Miller and Mathew Daniel Miller, Minors, and Mildred M. Miller	8/5/80	60	42	T-33-N, R-111-W Sec. 4: Lots 3 & 4, S½NW¼, SW¼ (W½) T-34-N, R-111-W Sec. 28: S½NW¼, SW¼ Sec. 29: NW¼NE¼, S½NE¼, W½, SE¼ Sec. 30: SE¼SE¼ Sec. 31: NE¼NE¼ Sec. 32: N½, N½SE¼ Sec. 33: W½

WHEREAS, under the terms of said lease, Lessee is given the right at any time or times to release and surrender all or any portion of said lease and thereafter be relieved of any and all obligations under said lease;

NOW, THEREFORE, Chevron U.S.A. Inc., as Lessee, does hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of its right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

225505 DATED the 13th day of June, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington
Assistant Secretary

RECORDED July 31 AD 89 8:00 A M
IN BOOK 83 OF G PAGE 323
FEES $4.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

OFFICIAL SEAL
MARCIA D. HIGHFILL
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Sept. 29, 1989

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared J.P. HARRINGTON to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of Pennnsylvania and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 14th day of June, 1989.

My commission expires:
September 29, 1989

Marcia D Highfill
Notary Public

ORIGINAL 323

PRODUCERS 88 (PAID UP)
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of April, 19 89, by and between Harriet E. Chrisman, a single woman and Charles G. Chrisman, a single man

whose post office address is P.O. Box 67 La Barge, Wyoming 83123, hereinafter called Lessor (whether one or more) and Dolar Oil Properties whose post office address is 9035 South 700 East, Suite 100A Sandy, Utah 84070, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and 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 Sweetwater State of Wyoming, described as follows, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼

Township 30 North, Range 114 West 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

five (5) AEC, L, S, C.

and containing 628.58 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ XXX 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. AEC L, S, C

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 * 1/6th part of all oil produced and saved from the leased premises.

2nd. To pay Lessor * 1/6th 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 1/6th, 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 * 1/6th 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.

225506

x Harriet E. Chrisman
Harriet E. Chrisman, a single woman
SS# 520-34-1682

x Chas G. Chrisman
Charles G. Chrisman, a single man
SS# 520-34-1684

RECORDED July 31 19 89 1:00 PM
IN BOOK 83 O&G PAGE 324
6.25 May L Lawson COUNTY C[redacted]

Printed by P[redacted]g, 511 16th St., Suite 222, (303) 893-1681 [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 19th day of July, 19 89, personally appeared Harriet E. Chrisman, a single woman

and Charles G. Chrisman, a single man

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.

Mae Jean Judian
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires Oct. 1, 1992

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

My Commission Expires Oct 1, 1992

Mae Jean Judian
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

326

PRODUCERS 88-PAID OR
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of June, 19 89, by and between
Stella C. Shaver and Gaius R. Shaver, wife and husband
1332 Via del Oro
whose post office address is Fallbrook, California 92028 hereinafter called Lessor (whether one or more) and
Dolar Oil Properties whose post office address is 9035 South 700 East, Suite 100A Sandy, Utah 84070, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and 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 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼

Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

five (5)

and containing 628.58 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~xxx~~ 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 ~~xxxxx~~ *1/6th part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~xxxxxxxxxxxx~~ *1/6th 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 ~~xxxxxxxxxx~~ *1/6th 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 ~~xxxxxxxxxx~~ *1/6th 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.

225507

x Stella C. Shaver
Stella C. Shaver

x Gaius R. Shaver
Gaius R. Shaver

SS# 520-44-8513

RECORDED July 31 1989 10:00 AM
IN BOOK 83 O & G PAGE 326
FEES 6.25 Amy L. Lee Ard COUNTY CLERK
SUB [redacted] COUNTY CLERK

S [redacted] CALIFORNIA
C [redacted] San Diego [redacted] [redacted]

On July 18, 1989, before me, the undersigned, a Notary Public in and for do, Utah.

said State, personally appeared Gaius R. Shaver and Stella C. Shaver

Personally Known Jurat

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS my hand and official seal.

OFFICIAL SEAL
SUE JOHNSON
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Exp Sept. 27, 1991

in and who executed their free

Signature Sue Johnson

(This area for official notarial seal)

PFS65641 10M 6-84 CP68094

above written.

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.....

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.....D. puty.

When recorded return to

327

PRODUCERS 88-PAID OP
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of June, 19 89, by and between Frank E. Sears, Jr., a widower and Frank W. Sears, a single man

whose post office address is 1321 3rd West Kemmerer, Wyoming 83101, hereinafter called Lessor (whether one or more) and Dolar Oil Properties whose post office address is 9035 South 700 East, Suite 100A Sandy, Utah 84070, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and 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 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼

Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

and containing 628.58 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth~~ *1/6th part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth~~ 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~~ 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~~ of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

*Royalty rate is 1/6th

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.

225508

X Frank E. Sears Jr.
Frank E. Sears, Jr., a widower
SS# 520-07-3931

X Frank W. Sears
Frank W. Sears, a single man
SS# 520-52-8232

RECORDED July 31 1989 10:00 AM
IN BOOK 83 OIG PAGE 328
FEES 6.25 Mary L. Lo[redacted] COUNTY CLERK By: mar[redacted]

COUNTY O[redacted]INCOLN [redacted] NOWLEDGMENT — INDIVIDUAL [redacted]

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of July, 19 89, personally appeared Frank E. Sears, Jr., a widower

and Frank W. Sears, a single man

to me known to be the identical person S 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.

JOHN R. PIZZATO NOTARY PUBLIC COUNTY OF LINCOLN STATE OF WYOMING My Commission Expires June 17, 1991

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 17, 1991 John R. Pizzato 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

330

16-18-012

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

03732

Serial No. WY W- 116280

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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 Samedan Oil Corporation
   Street 1616 Glenarm Place, Suite 2550
   City, State, Zip Code Denver, Colorado 80202

2. This application/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: *Parcel No.: WY-8904-704 *Sale Date (m/d/y): 04 / 04 / 89

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

225527

RECORDED Aug. 1 1989 8:00 A.M.
IN BOOK 83 O&G PAGE 330
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mara Riley

Total acres applied for 1,480.00

Amount remitted: Filing fee $ 75.00 Rental fee $ 2,220.00 Total $ 2,295.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SAMEDAN OIL CORPORATION

MAY - 9 1989

RECEIVED

SEE ATTACHED

Total acres in lease _____

Rental retained $ _____

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☑ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____

ANDREW L. TARSHIS (Signing Officer)
CHIEF, LEASING SECTION (Title)
MAY 4 1989 (Date)

EFFECTIVE DATE OF LEASE JUN 1 1989

FOR LESSEE

(Continued on reverse)

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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(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 in part, unless the withdrawal is received by the proper 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 4th day of April, 19 89.

SAMEDAN OIL CORPORATION

George L. DeMare
Vice President & Division General Manager

1 PA
2 RL
3

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

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), or (c) 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) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

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 in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. 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) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. 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. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

* U.S. GOVERNMENT PRINTING OFFICE 1988 - 201-964 - 415/84760

WYW-116280 1480.000 Acres
T.0330N, R.1130W, 06th PM, WY
sec. 017 W2NE,W2,SE;
020 N2,SW,N2SE;
021 N2,NWSW;
Sublette County

116280

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

334

16-18-011

Form 3100-11b
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW115350

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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 Samedan Oil Corporation
   Street 1616 Glenarm #2550
   City, State, Zip Code Denver, CO 80202

2. This application/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: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 031ON R. 113OW 06th Meridian WY State Sublette County
sec. 004 lots 1,2;
004 S2NE.SE;
T. 032ON R. 113OW 06th Meridian WY
sec. 027 W2NE;

225529

RECORDED Aug. 1 1989 8:00 AM
IN BOOK 83 OfG PAGE 334
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

Total acres in lease 399.550
Rental retained $ 600.00

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

ANDREW L. TARSHIS

by _____
(Signing Officer)

Chief, Leasing Section (Title) MAR 15 1989 (Date)

EFFECTIVE DATE OF LEASE APR 01 1989

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that 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; (b) 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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres under option in the Eastern leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with diligent development and timely production requirements of Federal oil and gas leases held by offeror; (6) offeror is not holding Federal oil and gas lease holdings provided in sec. 27(a)(2)(A) of the Mineral Leasing Act; (7) offeror is in compliance with reclamation requirements for all Federal oil and gas leases held by offeror; and (8) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature hereon 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 lands described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. Undersigned further agrees that this offer cannot be withdrawn unless the withdrawal is received in the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in this offer is signed on behalf of the United States.

This offer will be rejected and will not have 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.

Dated this 27th day of July, 89

SAMEDAN OIL CORPORATION

George L. DeMare
Vice President &
Division General Manager

FAH
ASL

Sec. 4. Rentals, Royalties, and Minimum Values. Lessee shall pay lessor at the appropriate office of the Minerals Management Service, as specified by lessor, rental, royalty, and minimum value payments as indicated below. Lessee shall make payments by the method established by lessor, unless otherwise provided in (b), (d), or (h) below. Rentals and minimum values may be changed by lessor after due notice, and royalty rates may be changed by lessor after due notice, but not more than once every 3 years, unless changed by legislation. Changes in royalty rates shall not affect existing leases during the term specified in (a), (b), or (c) below. Rentals and minimum values shall not be changed during the initial term of the lease. Lessee shall pay rentals and minimum values on or before the anniversary date of this lease each year for which they are payable. Lessee may relinquish this lease as provided in (g) below.

(a) Rental. Lessee shall pay lessor a rental of $1.50 per acre or fraction thereof per year, except that lessee shall pay lessor a rental of $2.00 per acre or fraction thereof per year during any extension granted by the fifth sentence of (b), (c), or (d) below. If this lease is committed to a unit or cooperative agreement which includes a well capable of production in paying quantities, lessee shall pay rental on lands not within a participating area.

Failure to pay annual rental, if due, will automatically terminate this lease by operation of law. If the next succeeding official working day is not a day when the proper office is open for the filing of documents, payment may be timely made on the next succeeding business day. Rentals may be waived, reduced or suspended by lessor upon a sufficient showing by lessee.

Sec. 5. Diligence, Rate, and Memorandum of Agreement. Lessee must exercise reasonable diligence in developing and producing the leased lands, unless lessee is prevented from doing so by force majeure, in accordance with good engineering practices, and in compliance with lease terms and applicable laws and regulations. Lessee shall begin drilling a well within 3 years from the effective date of this lease. Lessee shall drill such wells as are necessary to protect the leased lands from loss by reason of production on other lands. Lessee shall submit for approval a plan of development and operations for the leased lands within the time required by lessor. Lessee shall conduct operations on the leased lands as approved or modified by lessor. Each year, lessee shall file with lessor a report describing operations conducted during the preceding year and proposed for the ensuing year. Lessee shall produce such minerals as can be mined at a profit, taking into consideration all royalties, overriding royalties, and payments out of production. Lessee shall not drill a well within 500 feet of the boundary of the leased lands or of any lands not subject to this lease, or of any unleased mineral interest within the leased lands, without lessor's consent, unless a lesser distance is specified by lessor. Lessee shall place all wells capable of production in use promptly and shall operate them at maximum rates consistent with conservation and good engineering practices. Lessee shall not suspend production for more than 30 days without lessor's consent. If this lease is segregated into separate leases, the minimum royalty and the diligence requirements contained in this lease shall be applied separately to each segregated lease commencing on the anniversary date following the effective date of segregation. Lessee shall submit a written notice to lessor requesting approval of a memorandum of agreement for the development and operation of the leased lands with other lands sufficient to form a reasonable unit. Lessee shall not enter into such agreement without lessor's approval. Operations or production under an approved agreement shall be treated as operations conducted on or production from each lease committed to the agreement. Any lease committed to the agreement shall continue in force beyond the end of its primary term as long as such agreement remains in force. If any agreement is modified to exclude any of the lands originally committed, this lease shall be segregated as to those lands so excluded in the manner provided for segregation upon assignment of an undivided interest.

Sec. 6. Conduct of Operations. Lessee shall conduct operations on the leased lands with reasonable precautions to prevent waste of, loss of, or damage to any deposits of coal, oil, gas, or other resources, or to other resources, or to life or property. Lessee shall not create or maintain a public nuisance. Lessee shall not conduct exploration operations, other than casual use, without an approved exploration plan. Lessee shall not conduct surface-disturbing activities without an approved permit to operate. Lessee shall comply with lessor's requirements consistent with lease rights granted to minimize adverse environmental impacts to the air, land, 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 are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. 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. Specified measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessee may be required to complete minerals inventories or short term special studies to determine the extent of impacts that operations may have, and to mitigate those impacts. 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 all operations, except those that would further disturb such species or objects, pending action by lessor pursuant to applicable laws and regulations. Lessee shall not initiate construction or other surface disturbing activities in areas that lessor identifies as containing historic or archaeological resources prior to lessor's approval of measures to mitigate impacts to such resources. Lessee shall immediately bring to the attention of lessor any cultural or archaeological resources discovered as a result of operations under this lease, and shall not disturb such resources pending directions from lessor. Lessee shall comply with applicable laws and regulations concerning the employment, housing, health, safety, and transportation of employees, and with directions of lessor or other agencies of the United States having jurisdiction over matters affecting operations on the leased lands. Lessee shall provide for access to the leased lands by authorized officers of the United States, and shall comply with all applicable laws and regulations concerning the protection of the environment.

Sec. 7. Production Accounting. Lessee shall keep open and safe for authorized officers of lessor and the Minerals Management Service access to all records and wells, mines, and plants on the leased lands, and to all records pertaining to production from or operations on the leased lands or on other lands pooled or unitized with the leased lands. Lessee shall keep a daily drilling record, a log, and complete information on well surveys and tests, and shall furnish copies to lessor when required. Lessee shall keep open 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 such other documents as may be necessary for the proper administration of this lease. Lessee shall submit copies of any records required by lessor, or furnish originals on short notice. All records shall be maintained in lessor's format and in accordance with lessor's instructions, and shall be available for audit and review for 6 years after the records are generated, or for such other period specified by lessor.

Sec. 8. Extraction of Helium. Lessee is notified that the leased lands may contain helium. "Helium" means helium in a gaseous mixture with a concentration of 4 percent or more by volume. Lessee may extract helium from gas produced from the leased lands unless lessor has issued a separate helium lease. Lessee shall extract helium from gas produced from the leased lands in a manner specified by lessor. Lessee shall not vent helium-bearing gas into the atmosphere or flare it without lessor's approval. Lessee shall allow lessor's agent access to the leased lands to take samples of gas before extraction of helium. Lessee shall not commingle gas before the helium has been extracted or measured at a point specified by lessor. Lessee shall not adversely affect the heating value of gas by the addition of substances that cannot be economically removed. Lessee shall not vent or flare gas containing helium produced from the leased lands during drilling tests of wells, except for such reasonable amounts and periods as lessor may permit. Lessee shall not construct gasoline plants or other installations designed to remove only hydrocarbons from gas containing helium unless lessee has first submitted a plan for the extraction of helium that is satisfactory to lessor. Lessee shall not flare or vent helium-bearing gas produced from the leased lands after the effective date of regulations governing the conservation of helium, except as those regulations may permit. Lessee shall comply with all applicable laws and regulations, including those set forth at 50 U.S.C. 167 and 167b, as amended or supplemented, and with all regulations and orders issued thereunder. Neither the payment of royalties nor compliance with the provisions of this section will entitle lessee to any helium extracted by lessor. Lessee shall comply with all applicable laws and regulations with respect to the sale of helium. Lessee shall file with lessor all reports concerning helium that lessor requires.

Sec. 9. Indemnification. Lessee shall indemnify lessor for damage to lessor's improvements on the leased lands caused by lessee's activities on the leased lands. Lessee shall indemnify lessor for liability for damage or harm to persons or property as a result of lessee's activities on the leased lands, whether or not lessor has been negligent, except that lessee shall not be liable for damage or harm caused by the sole negligence of lessor or lessor's agents or employees.

Sec. 10. Bonds. Lessee shall furnish a bond or other security as prescribed by lessor before commencing operations on the leased lands. Lessee shall maintain a bond in the required amount until 3 years after lessee has fully performed all lease obligations or until lessor releases lessee from the bond, whichever occurs first. The amount of the bond shall be adjusted as required by lessor. Lessee shall furnish a bond to cover plugging and abandonment, reclamation, and restoration obligations. Lessee shall not cancel or change the bond without lessor's consent. Lessee shall file with lessor any rider to the bond that affects lessee's coverage.

Sec. 11. Termination. This lease will terminate automatically if lessee fails to comply with any provisions of this lease and does not make payment or bring the lease into compliance within 20 days after lessor mails notice of noncompliance, unless lessor specifies a longer period. This lease will also terminate automatically if lessee fails to make timely payment of rental or minimum royalty due under this lease. Lessee may relinquish this lease or any legal subdivision by filing a written relinquishment, in duplicate, in the proper office. A relinquishment will not relieve lessee of the continued obligation to pay all accrued rentals, royalties, minimum royalties, and compensatory royalty assessments, and to plug all wells and restore all disturbed areas. At such time as all or portion of this lease are returned to lessor, lessee shall, if lessor requires by written notice within 90 days, remove any or all improvements, reclaim the land as specified by lessor, and remove equipment and materials. Lessee shall then be relieved of all responsibility for the removed property and improvements. Lessee shall not remove any casing or any production equipment, including wellhead equipment, from any producible well without lessor's consent.

Sec. 12. Penalties and Remedies. Failure to comply with any provisions of this lease, if not corrected after notice by lessor, will result in assessment of liquidated damages in the amount prescribed by lessor at the time of the violation. Lessee shall be liable for royalty on all oil or gas lost or wasted from a lease site when lessor determines that the loss occurred because lessee failed to meet the requirements of this lease, or of applicable laws or regulations, or an operator failed to comply with an approved drilling or well-workover plan. Lessee shall be liable for royalty on gas flared or vented beyond the limits established by lessor, unless lessee demonstrates that the gas was unavoidably lost. Lessee shall be liable for royalty on oil or gas lost from a storage facility, including a pipeline, on the leased lands or on lands unitized with the leased lands, when the loss is from failure to comply with applicable regulations or an approved operating plan. Lessee shall be liable for royalty on oil or gas lost from a pipeline when lessor determines that lessee failed to comply with applicable regulations or an approved operating plan

WYW 115350

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

WYW115350

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

338

RECEIVED
JUL 11 1989
SIERRA ENERGY CO.

16-18-012

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 JUN 21 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW116280

Lease Effective Date
(Anniversary Date)
June 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Sierra Energy Company (33.333%)
   Street Sierra Plaza, 6100 Niel Road
   City, State, ZIP Code Reno, Nevada 89520

*If more than one assignee, check here ☒ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 113 West, 6th P.M. Section 17: W/2NE/4, W/2, SE/4 Section 20: N/2, SW/4, N/2SE/4 Section 21: N/2, NW/4SW/4 Containing 1480 acres, more or less Sublette County, Wyoming 225554	100%	66.666%	33.334%	-0-	-0-

RECORDED Aug. 3 19 89 9:20 AM
IN BOOK 83 OIG PAGE 338
FEES $14.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 1 1989

☐ Assignment approved for land description indicated on reverse of this form.

/s/ DAVID A. POMERINKE
SUPERVISORY LAND LAW EXAMINER

JUL 6 1989
Date

FOR ASSIGNEE

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

Flying J Exploration & Production, Inc. (33.333%)
2606 First Avenue North
Billings, Montana 59101

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16th day of May, 19 89

Name of Assignor as shown on current lease Samedan Oil Corporation

Please type or print

Assignor James C. [illegible] Vice President

ATTEST: [illegible] Secretary

1660 Gl[illegible] Suite 2550

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

1 PA
XXL

Executed this _____ day of May, 19 89.

ASSIGNEES: SIERRA ENERGY COMPANY [redacted]

By: _____

FLYING J EXPLORATION & PRODUCTION INC.

By: _____

Title 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.

...ded.

Flying J Exploration & Production, Inc. (33.333%)
2606 First Avenue North
Billings, Montana 59101

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16th day of May, 19 89

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION
Please type or print

Assignor James C. Woodson
James C. Woodson, Vice President

ATTEST: Orville Walraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

VAT
XEL

Executed this 31 day of May, 19

Assignee: SIERRA ENERGY COMPANY

RICHARD G. FORTMANN, President

ATTEST: Assistant Secretary

FLYING J EXPLORATION & PRODUCTION, INC.

Title 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.

Part A (Continued): [redacted] [redacted] [redacted]

Flying J Exploration & Production, Inc. (33.333%)
2606 First Avenue North
Billings, Montana 59101

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16th day of May, 19 89

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION
Please type or print

Assignor James C. Woodson
James C. Woodson, Vice President

ATTEST:
Orville Walraven, Secretary
1616 Glenarm Place, Suite 2550
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

PA
SBL

Executed this 30th day of May, 1989.

Assignee: SIERRA ENERGY COMPANY

FLYING J EXPLORATION &
PRODUCTION INC.

By
Gen.Mgr.

ATTEST
Sec.

Title 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.

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

BEFORE ME, the undersigned, a Notary Public, in and for said State on this 9th day of May, 1989, personally appeared James C. Woodson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice-President of SAMEDAN OIL CORPORATION, a corporation, 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, month and year last above written.

NOTARY PUBLIC

My Commission Expires:
4-4-1989

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

BEFORE me the undersigned, a Notary Public, in and for the said County and State, on the date above written personally appeared John R. Scales, Vice President of FLYING J EXPLORATION AND PRODUCTION, INC., to me known to be the identical person described in and who executed the within and foregoing instrument of writing and ackowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

Notary Public for the State of Montana
Residing at Billings, Montana

ACKNOWLEDGMENT (For use by Corporation)

State of NEVADA }
County of WASHOE } ss.

On this 31st day of May A. D. 19 89, before me personally appeared RICHARD G. FORTMANN to me personally known, who, being by me duly sworn, did say that he is the President of Sierra Energy 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 Richard G. Fortmann acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 31st day of May A. D. 19 89

(SEAL)

My Commission expires

JANELLE A. NELLEN
NOTARY PUBLIC
STATE OF NEVADA-
WASHOE COUNTY
My Appnt. Expires JAN. 27, 1991

Notary Public

344

RECEIVED

JUL 13 1989

SIERRA ENERGY CO.

16-18 011

Form 3000-3
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 JUN 21 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW115350

Lease Effective Date
(Anniversary Date)
4/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** Sierra Energy Company (33.333%)
   Street Sierra Plaza, 6100 Neil Road
   City, State, ZIP Code Reno, Nevada 89520

*If more than one assignee, check here ☒ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6 P.M. Section 4: Lots 1,2, S/2NE/4, SE/4	100%	66.666%	33.334%	-0-	-0-
Township 32 North, Range 113 West, 6 P.M. Section 27: W/2NE/4					
Sublette County, Wyoming Containing 399.55 acres, more or less.					

225555

RECORDED Aug. 3 19 89 9:20 AM
IN BOOK 83 O+G PAGE 344
FEES $14.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 1 1989

☐ Assignment approved for land description indicated on reverse of this form.

/s/ DAVID A. POMERINKE
SUPERVISORY LAND LAW EXAMINER

JUL 6 1989
FOR ASSIGNEE

Part A (Contin... ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

Flying J Exploration & Production, Inc. (33.333%)
2606 First Avenue North
Billings, Montana 59101

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of May, 19 89

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION
Please type or print

Assignor James C. Woodcock, Vice President

ATTEST: Orville Wa... Secretary

1616 Glen... Suite 2550
(Address)

Denver, Col... 80202
(City) (Zip Code)

1 PA
2 RLC
3

Executed this ____ day of May, 1989.

Assignee: SIERRA ENERGY COMPANY

FLYING J EXPLORATION & PRODUCTION, INC.

Title 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.

Part A (Contin ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

Flying J Exploration & Production, Inc. (33.333%)
2606 First Avenue North
Billings, Montana 59101

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
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For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this _____ day of May, 19 89

Name of Assignor as shown on current lease: SAMEDAN OIL CORPORATION
Please type or print

Assignor: James C. Woodson, Vice President

ATTEST: Orville Walraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

IPA
SOL

Executed this 22nd day of May, 1989.

Assignee: SIERRA ENERGY COMPANY

Richard G. Fortmann, President

FLYING J EXPLORATION & PRODUCTION, INC.

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

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

Flying J Exploration & Production, Inc. (33.333%)
2606 First Avenue North
Billings, Montana 59101

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16th day of May, 19 89

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION
Please type or print

1 PA
82

Assignor James C. Woodson
James C. Woodson, Vice President

ATTEST:
Orville Walraven, Secretary
1616 Glenarm Place, Suite 2550
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 30th day of May, 1989.

Assignee: SIERRA ENERGY COMPANY

FLYING J EXPLORATION & PRODUCTION, INC.

By _____ and Gen.Mgr.

ATTEST: _____ Sec.

Title 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 to any matter within its jurisdiction.

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

BEFORE ME, the undersigned, a Notary Public, in and for said State on this 8th day of May, 1989, personally appeared James C. Woodson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice-President of SAMEDAN OIL CORPORATION, a corporation, 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, month and year last above written.

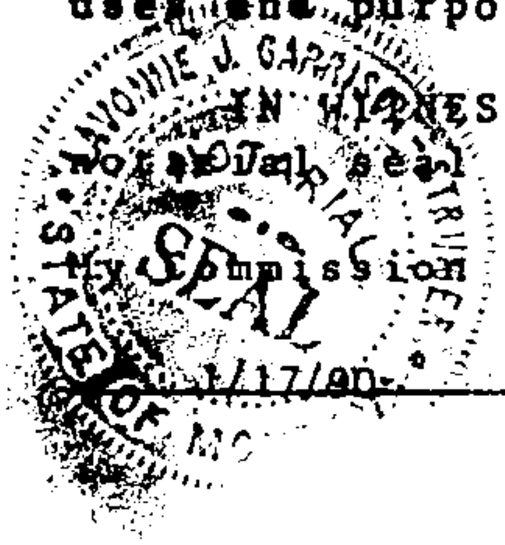
NOTARY PUBLIC

My Commission Expires:
October 4, 1989

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

BEFORE me the undersigned, a Notary Public, in and for the said County and State, on the date above written personally appeared John R. Scales, Vice President of FLYING J EXPLORATION AND PRODUCTION, INC., to me known to be the identical person described in and who executed the within and foregoing instrument of writing and ackowledged 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:
1/17/90

Lavonne J. Garrison - Stringer
Notary Public for the State of Montana
Residing at Billings, Montana

State of NEVADA)
County of WASHOE) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 22nd day of May A. D. 19 89 before me personally appeared RICHARD G. FORTMANN to me personally known, who, being by me duly sworn, did say that he is the President of Sierra Energy 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 Richard G. Fortmann acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of May A. D. 19 89

(SEAL)

REBECCA M. ARMER
Notary Public - State of Nevada
Appointment Recorded In Washoe County
MY APPOINTMENT EXPIRES JAN 20, 1991

Rebecca M. Armer
Notary Public

My Commission expires:

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 April 10, 1987, **from** Gordon M. Mickelson and Margaret C. Mickelson, husband and wife, **as Lessors, to** Gene F. Lang, **as Lessee, recorded in Book** 79, **Page** 116, **of the** clerk **Records of** Sublette **County,** Wyoming, **is owned by** Gene F. Lang, 1625 Broadway, Suite 2860, Denver, Colorado 80202

in so far as it covers the following described land in Sublette **County,** Wyoming, **to-wit:**

Township 31 North, Range 113 West
Section 19: N½SE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

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

CREDIT TO	Bank ADDRESS	AMOUNT
Gordon M. Mickelson and Margaret G. Mickelson, husband and wife 225574	~~First of Wyoming Bank of Big Piney~~ Big Piney, ~~Wyoming 83113~~ Box 189 Big Piney, Wyo 83113	$80.00

RECORDED Aug. 7 1989 10:15 A.M.
IN BOOK 83 O&G PAGE 350
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

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 14th day of ~~June~~ July, 19 89.

_____ Gordon M. Mickelson (SEAL)
Gordon M. Mickelson

_____ (SEAL)

_____ Margaret G. Mickelson (SEAL)
Margaret G. Mickelson

_____ (SEAL)

Printed by P&[redacted]03) 423-4691

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 14th day of JULY, 19 89, personally appeared GORDON M. MICKELSON

and MARGARET G. MICKELSON

, 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.

Kathleen A. King - Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1991

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

My Commission Expires JANUARY 10, 1991

Kathleen A. King
Notary Public.

Address: Big Piney Wy

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 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 _____

No. Acres _____

_____ County, _____

Term _____

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

_____ County Clerk.

_____ Deputy.

By _____

When recorded return to _____

351

352

225575

RECORDED Aug. 7 1987 10:20AM
IN BOOK 83 OF PAGE 352
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary liley

No. 917B. Reproduced by Bradford-Robinson Ptg. Co., 1824-46 Stout St., Denver, Colo.
Form No. 4-1175
(July 1956)

DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP PM 2 28 5

RECEIVED
LAND DEPOSE
CHEYENNE, WYOMING

NOT TO BE FILLED IN BY LESSEE
Receipt No. .....
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 021741
Date of Lease 9-1-46

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to VAUGHAN B. CONNELLY, 330 Petroleum (Name and address)

Club Building, Denver, Colorado

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:

3. Interest of assignor in such lands Undivided one-half
4. Extent of such interest conveyed to assignee all of assignor's undivided one-half
5. Overriding royalty reserved herein to assignor none (State percentage only)
(See item 5 of Instructions.)
6. Overriding royalties previously reserved 6% (State percentage only)

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

Executed and witnessed this 25th day of September 1957.

WITNESS: Lenice Bigelow

Paul Austin (Assignor's signature)

1111 S. Windermere, Littleton, Colo. (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born Yes Naturalized .....
Corporation or other legal entity (specify what kind) Individual
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this 25th day of September 19 57

WITNESSES: Lenice Bigelow

Ruth 415 1707 Bdwy Denver, Colo. (Name and address)

Vaughan B Connelly (Assignee's signature)

330 Petroleum Club Bldg, Denver, Colo. (Address)

Assignment approved as to lands described in item 2 above, effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

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

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).

to be a true and accurate copy of the instrument as on file

JUN 0 8 1988

16—64894-2

BUREAU OF LAND MANAGEMENT
Adelle L Kwalick

225575

No. 91B. Reproduced by Bradford-Robinson Ptg Co., 1824-46 Stout St., Denver, Colo.
Form No. 4-1175
(July 1956)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

NOT TO BE FILLED IN BY LESSEE
Receipt No. .....
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 021741
Date of Lease 9-1-46

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to YAUGHAN B. CONNELLY, 330 Petroleum Club Building, Denver, Colorado (Name and address)

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:

The following lands in the Counties of Lincoln and Sublette, State of Wyoming:

T. 26N., R. 113W., 6th P. M.
Sec. 4, Lots 1-12 inc., SE¼, NW¼SW¼;

T. 27N., R. 113W., 6th P. M.
Sec. 28: SE¼SW¼, SW¼SE¼;
Sec. 29: SE¼NE¼;
Sec. 32: W½E½, N½NE¼, SW¼NE¼;
Sec. 33: NW¼NE¼, S½NE¼, NW¼, SE¼;
Containing 1433.84 acres more or less.

This assignment is made for the purpose of correcting error in description of assignment made August 11, 1955, and to confirm transfer of all the land included in Lease Evanston 021741, as contained in assignment of August 11, 1955, filed with the Land Office August 31, 1955, and approved by the Land Office October 12, 1955, specifically including herein any interest vested in assignor under and by virtue of that certain assignment from Transco Gas and Oil Corporation to assignor, in correction and confirmation assignment, dated September 25, 1957.

This instrument also corrects assignment of August 11, 1955, by eliminating therefrom any reservation of overriding royalty to assignor therein contained, but shall not be taken as a disclaimer or assignment of the 2½% overriding royalty transferred to assignor herein by Lynwood W. Davis under separate royalty assignment dated August 11, 1955, and filed in the Land Office on August 15, 1955, which said 2½% overriding royalty was reserved to the said Davis in instrument dated August 10, 1951 and filed in the Land Office on August 17, 1951.

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

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

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).

10—66894-2

Aug. 7 1957 1:27 P.M.
Book 3 G PAGE 352
Lynwood COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mae Riley

354

No. 917B. Reproduced by Bradford-Rob... Ptg. Co., 1824-46 Stout St., Denver, Colo.
Form No. 4-1175
(July 1951)

RECEIVED
AUG 31 1955
OFFICE STAMP
Land Office
Box 578 Cheyenne, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 257023
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. 021741 Evanston
Date of Lease .....

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to Vaughn B. Connelly
(Name and address)
830 Majestic Building, Denver, Colorado

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

Evanston No. 021741, covering following lands located in County of Sublette, State of Wyoming:

Lots 1 - 12 inclusive, SE¼, NW¼ SW¼, all in Section 4, Township 26 North, Range 113 West, 6th P.M. Wyoming; and
Sec. 28: SE¼ SW¼, SW¼ SE¼; Sec. 29: SE¼ NE¼
Sec. 32: W½ SE¼, N½ NE¼, SW¼ NE¼
Sec. 33: NW¼ NE¼, S½ NE¼, NW¼ SE¼, all in Township 27 North, Range 113 West, 6th P.M. Wyoming

2. Interest of assignor in such lands Undivided one-half
3. Extent of such interest conveyed to assignee All of assignor's one-half
4. Overriding royalty reserved herein to assignor (See item 5 of Instructions.) Two and one-half percent to 5000 feet, and one and one-quarter below five thousand feet
5. Overriding royalties previously reserved five percent (State percentage only)

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

Executed and witnessed this 11th day of August 19 55

WITNESS:
Francis P. O'Neill
(Assignor's signature)
111 S. Henderson Littleton Colo.
(Address)

225576

RECORDED Aug 7 1955 10:30 A.M.
IN BOOK 83 of G PAGE 354
FEES 4.00 Mary L. Crawford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Mary Riley

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born..... Naturalized.....
   Corporation or other legal entity (specify what kind).....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this 25th day of August 19 55

WITNESSES: 1647 Livingston Rd SE
H Andrakowitz Washington D.C.
(Name and address)
Ruth W. Stumpff West Hunting Towers Alexandria, Va
(Name and address)

Vaughn B. Connelly
(Assignee's signature)
(Address)

Assignment approved effective SEP 1 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Manager, Land Office
(Title)

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of the size of this official form in accordance with the provisions of 43 CFR 192.141 (a).

to be a true and correct copy of the instrument as filed in the Land Office

JUN 03 1958

BUREAU OF LAND MANAGEMENT
Adelle L. Kwalski

201

816496

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 021741 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF Lincoln & Sublette STATE OF Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of September 1, 1946, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. Evanston 021741, affecting certain lands in the County of Lincoln & Sublett State of Wyoming, described as follows:

T.26N., R. 113W., 6th PM

Sec. 4: Lots 1-12 inclusive, $SE\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

T.27N., R. 113W., 6th PM

Sec. 28: $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
29: $SE\frac{1}{4}NE\frac{1}{4}$
32: $W\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
33: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $NW\frac{1}{4}$

1,433.84 acres
and,

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of said U. S. Oil and Gas Lease,

and,

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of a 0.5000 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances produced, saved and sold from the said lands, under and pursuant to said Oil and Gas Lease.

225577

NOW, THEREFORE, in consideration of the sum of $ 10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, BELFER NATURAL GAS COMPANY does hereby sell, convey, transfer and assign unto BELCO PETROLEUM CORPORATION subject to the approval of the Secretary of the Interior, an undivided 0.5000 % overriding royalty interest in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the aforesaid lands, under and pursuant to the said Oil and Gas Lease.

Assignor agrees to execute such further instruments and assurances of title as assignee may reasonably request to properly vest in assignee the full interest in the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that it is the lawful owner of the interest hereby transferred and assigned; that it 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 it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this _____ day of SEP 28 1959

WITNESS:

BELFER NATURAL GAS COMPANY

Lillian Schwartz

Jack Saltz, Partner, 630 ThirdAvenue, New York 17, NY

STATE OF
COUNTY OF) ss.

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

Witness my hand and seal this _____ day of _____ of the _____

My Commission Expires:

JUN 02 1960
BUREAU OF LAND MANAGEMENT

RECORDED Aug 7 1987 10:40 AM
IN BOOK 83 Orig PAGE 355
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

Assignment approved:

Manager, Land and Survey Office

RECEIVED
AUG 17 1951
Bureau of Land Management
Land and Survey Office
Cheyenne, Wyoming

ASSIGNMENT

OF

OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned LYNWOOD W. DAVIS, also known as L. W. DAVIS of LaBarge, Wyoming, hereinafter for convenience designated ASSIGNOR, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations in hand paid by TRANSCO GAS AND OIL CORPORATION hereinafter for convenience designated ASSIGNEE, the receipt of which is hereby confessed and acknowledged, and the other agreements and promises hereinafter contained, does hereby grant, bargain, sell, convey, transfer and set over and assign (subject to approval of the Secretary of the Interior) to said Assignee all of Assignor's right, title and interest in and to that certain oil and gas lease between The United States of America, as Lessor, and Georgia M. Heintze, formerly known as Georgia M. Davis and Lynwood W. Davis as Lessee, dated September 1, 1945, and bearing Serial No. 021741 covering the following described land in _____County, State of Wyoming, to-wit:

225578

Lots 1-12 inclusive; SE 1/4, NW 1/4 SW 1/4,
all in Sec. 4, T. 26 N., R. 113 W., 6th P.M.
Wyoming.

Sec. 28, SE 1/4 SW 1/4, SW 1/4 SE 1/4
Sec. 29, SE 1/4 NE 1/4
Sec. 32, W 1/2 SE 1/4, N 1/2 NE 1/4, SW 1/4 NE 1/4
Sec. 33, NW 1/4 NE 1/4, S 1/2 NE 1/4, NW 1/4, SE 1/4
all in T. 27 N., R. 113 W., 6th P.M. Wyoming

RECORDED Aug 7 19 89 10:46 AM
IN BOOK 83 O1G PAGE 356
FEES 6.00 Mary Lou Ford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns forever, reserving nevertheless to the said LYNWOOD W. DAVIS, an overriding royalty consisting of the net proceeds from the sale at the field market price of Two and one-half percent (2½%) of the oil and gas produced, saved and sold from the above described land. Such royalties should be above and in addition to the royalties reserved to the United States of America.

In consideration of the foregoing Assignment and of the approval thereof by the Secretary of the Interior, said Assignee hereby promises, covenants, contracts and agrees to and with the Assignor and The United States of America to fully keep and perform upon its part all the terms, conditions, stipulations, covenants, promises and agreements in said lease required to be kept and performed by said Assignor as to the land described above, with the same force and effect as if said Assignee had been named as the original Lessee of said land and had executed said lease as Lessee.

IN WITNESS WHEREOF, the Assignor has signed and sealed this instrument the 10 day of August, 1951, and the Assignee has signed and sealed this instrument the 10 day of August, 1951. $10.00

WITNESSES:

_____

_____
(Address)

_____

_____
(Address)

_____

_____
(Address)

Fee Paid – Receipt No 24105

Lynwood W. Davis
(Assignor)

TRANSCO GAS AND OIL CORPORATION

R. L. Hall Attorney in Fact
(Assignee)

of the

JUN 09

BUREAU OF L

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

On this 10 day of August, 1951 before me personally appeared Lynwood W. Davis, 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 10 day of August, 1951.
My commission expires March 30, 1952.

Lucy Roberta Cavin
Notary Public

LUCY ROBERTA CAVIN
Notary Public, State of New York
No. 31-4666200
Qualified in New York County
Cert. filed with New York Reg. Office
Term expires March 30, 1952

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

On this 10 day of August, 1951, before me appeared K. Richard Sturm, to me personally known, who, being by me duly sworn, did say that he is the ——— President of Transco Gas & Oil Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said K. Richard Sturm acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 10 day of August, 1951.
My commission expires March 30, 1952.

Lucy Roberta Cavin
Notary Public

LUCY ROBERTA CAVIN
Notary Public, State of New York
No. 31-4666200
Qualified in New York County
Cert. filed with New York Reg. Office
Term expires March 30, 1952

JUN 0 8 1
BUREAU OF LAND MANAGEMENT

RECEIVED
JUN 15 1951
Bureau of Land Management
Land and Survey Office
Cheyenne, Wyoming

A S S I G N M E N T
OF
O I L A N D G A S L E A S E

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Georgia M. Heintze hereinafter for convenience designated ASSIGNOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations in hand paid by Lynwood W. Davis hereinafter for convenience designated ASSIGNEE, the receipt of which is hereby confessed and acknowledged, and the other agreements and promises hereinafter contained, does hereby grant, bargain, sell, convey, transfer and set over and assign (subject to approval of the Secretary of the Interior) to said ASSIGNEE one-half (½) of all of ASSIGNOR'S right, title and interest in and to that certain oil and gas lease between The United States of America, as Lessor, and Georgia M. Heintze as Lessee, dated September 1, 1946, and bearing serial number Evanston #021741, covering the following described land in the State of Wyoming, to-wit:

Lots 1-12 inclusive, SE 1/4, NW 1/4 SW 1/4,
all in Sec. 4, T. 26 N., R. 113 W., 6th P.M.
Wyoming.

Sec. 28, SE 1/4 SW 1/4, SW 1/4 SE 1/4,
Sec. 29, SE 1/4 NE 1/4,
Sec. 32, W 1/2 SE 1/4, N 1/2 NE 1/4, SW 1/4 NE 1/4,
Sec. 33, NW 1/4 NE 1/4, S 1/2 NE 1/4, NW 1/4, SE 1/4,
all in T. 27 N., R. 113 W., 6th P.M. Wyoming

TO HAVE AND TO HOLD the interest herein transferred and assigned unto assignee, assignee's heirs, executors, administrators, successors and assigns forever.

This assignment is made without warranty whatsoever and conveys unto Lynwood W. Davis, one-half of all of Georgia M. Heintze's right, title and interest to the oil and gas deposits in the lands above set forth and above described, to and to hold unto said Lynwood W. Davis, under and subject to applicable statutes and rules and regulations of the United States of America to said leases.

225579

RECORDED Aug. 7 AD 89 10:50 A.M.
IN BOOK 83 O&G PAGE 358
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

Lulu D. Kwiatkowski

In consideration of the foregoing Assignment and of the approval thereof by the Secretary of the Interior, said Assignee hereby promises, covenants, contracts and agrees to and with the Assignor and The United States of America to fully keep and perform upon his part all the terms, conditions, stipulations, covenants, promises and agreements in said lease required to be kept and performed by said Assignor as to the land described above, with the same force and effect as if said Assignee had been named as the original Lessee of said land and had executed said lease as Lessee.

IN WITNESS WHEREOF, the Assignor has signed and sealed this instrument the 29th day of June, 1951, and the Assignee has signed and sealed this instrument the 2nd day of June, 1951.

Georgia M. Heintze
(Assignor)

Lynwood W. Davis
(Assignee)

STATE OF California }
COUNTY OF Los Angeles } ss.

I OLIVER P. CLARK, a notary public in and for said County and State aforesaid, do hereby certify that Georgia M. Heintze who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument of writing as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2ro day of June, A.D. 1951. My commission expires 12-8-51

Oliver P. Clark
Notary Public

STATE OF Colorado }
and }
COUNTY OF Denver } ss.

I Eleanora Gerteis, a notary public in and for said County and State aforesaid, do hereby certify that Lynwood W. Davis who is personally known to me to be the person whose name is subscribed to the foregoing instrument,

Assignment approved:

Manager, Land and Survey Office

JUN 08 1951
BUREAU OF LAND MANAGEMENT

appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of June, A.D. 1951. My commission expires August 13, 1953.

Eugenia Carlson
Notary Public

JUN
BUREAU OF LAND MANAGEMENT

RECEIVED
OCT 5 1955
Bureau of Land Management
Land Office
Cheyenne, Wyoming

SHERIFF'S DEED

WHEREAS, Edward M. Bratter did, on the 27th day of June, 1952, at the May, 1952 term of the Third Judicial District Court, for the County of Lincoln, State of Wyoming, recover a judgment against Transco Gas and Oil Corporation for the sum of Four Thousand Two Hundred Seven and 74/100 ($4207.74) Dollars, and costs of suit; and whereas the said Edward M. Bratter did on the 27th day of June, 1952, at the May, 1952 term of the said Court as aforesaid recover a judgment against Transco Gas and Oil Corporation in the sum of Five Thousand Nine Hundred Sixty Five and 36/100 ($5965.36) Dollars, and costs of suit; and whereas Palmer-Stendel Oil Corporation did on the 27th day of May, 1952, at the May, 1952 term of the said Court as aforesaid, recover a judgment against Transco Gas and Oil Corporation for the sum of Seven Thousand Fifty Four and 15/100 ($7054.15) Dollars, and costs of suit; on which said judgments, Writs of Alias Execution were issued and attested on the 30th day of November, 1954, directed to the said sheriff of the said County to execute; and by virtue of said Writs of Alias Execution the said sheriff levied, for want of goods and chattels, on the lands (United States Oil and Gas Leases) hereinafter described, and the same were struck off and sold at public Sheriff's Sale on the steps of the Lincoln County Courthouse in the Town of Kemmerer, County of Lincoln, State of Wyoming, on Monday, the 27th day of December, 1954, at 11:00 o'clock in the forenoon of said day to Edward M. Bratter and Palmer-Stendel Oil Corporation, they having been the highest and best bidders therefor, and the time and place of sale thereof having been duly advertised according to law.

Now, therefore, know all men by this deed, that I, Earl Ellsworth, Sheriff of the said County of Lincoln, State of Wyoming, in consideration of the premises, have granted, bargained, and sold, and do hereby convey an undivided 63.6% interest to Edward M. Bratter of 521 Fifth Avenue, New York City, New York, his heirs and assigns, and an undivided 36.4% to Petrocarbon Chemicals, Incorporated (formerly known as Palmer-Stendel Oil Corporation), whose address is First Western Bank Building, Santa Barbara, California, or its assigns, all of the right, title and interest in and to the following described United States Oil and Gas Leases lying and being in said County of Lincoln, State of Wyoming, and more particularly described as follows, to wit:

Evanston Serial No. 021741 (Undivided one-fourth interest)

Lots 1-12 inclusive, SE¼, NW¼SW¼, all in Section 4, Township 26 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming;

225580

SE¼SW¼, SW¼SE¼ in Section 28, SE¼NE¼ in Section 29; W½SE¼, N½NE¼, SW¼NE¼, in Section 32; NW¼NE¼, S½NE¼, NW¼SE¼, in

"Paid $10 assignment fee, Rec. # 352604"

RECORDED Aug. 7 1989 10:50 A M
IN BOOK 83 O&G PAGE 361
FEES $8.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

JUN 0 2
Bureau of Land Management

Section 33, all in Township 27 North, Range 113 West of the 6th P.M., (Containing 1433.84 acres All subject to 2½% overriding royalty heretofore reserved by predecessor in interest.

Evanston Serial No. 021743 (Undivided one-fourth interest)

N½S½ of Section 33, Township 27 North, Range 113 West of the 6th P.M., Wyoming (Containing 80 acres) Subject to 2½% overriding royalty heretofore reserved by predecessor in interest.

Wyoming Serial No. 0257 (Undivided one-half interest)

S½NE¼ of Section 10; S½N½, S½ of Section 15; NW¼NE¼, N½NW¼, SW¼NW¼, NW¼SW¼ of Section 22, Township 26 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming. (Containing 760 acres).

Wyoming Serial No. 066 (Undivided one-half interest)

S½NE¼ of Section 10; S½N½ of Section 15, Township 26 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming. (Containing 240 acres).

Evanston Serial No. 021263 (Wyoming Serial No. 01396)

Lot 1, 2 and SW¼NE¼, W½SE¼, E½E½ SE¼NW¼, NE¼SW¼ of Section 34; Lots 1, 2, 3 and 4 of Section 27; Lot 1 of Section 28; and Lots 1, 2 and 3 of Section 29; Township 26 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming. (Containing 536.46 acres). Subject to 2½% overriding royalty heretofore reserved by predecessor in interest.

Evanston Serial No. 026087

All of Sections 9 and 10, Township 25 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming. (Containing 1280 acres). Subject to 3½% overriding royalty heretofore reserved by predecessor in interest.

Evanston Serial No. 021420 (Wyoming Serial No. 02098)

E½ of Section 5; E½ except SE¼SE¼ of Section 8, Township 25 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming, W½W½ of Section 35, Township 26 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming (Containing 760 acres). Subject to 3½% overriding royalty heretofore reserved by predecessor in interest.

[illegible] CERTIFIED COPY
[illegible] records on file

JUN 9 1980
Acting Chief, Branch of Land Management

Evanston Serial No. 021989 (Wyoming Serial No. 02100)

Section 2, 3, 4 and 11, Township 25 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming, (Containing 2560 acres). Subject to 3½% overriding royalty heretofore reserved by predecessor in interest.

Evanston Serial No. 021346 (Wyoming Serial No. 05908)

E½E½ of Section 31, Township 26 North, Range 113 West of the 6th P.M., Lincoln County, Wyoming. (Containing 160 acres).

to have and to hold said premises to the said Edward M. Bratter, and Petrocarbon Chemicals, Incorporated (formerly known as Palmer-Stendel Oil Corporation), their heirs, successors and assigns, forever.

Witness my hand this 27th day of September, 1955.

EARL ELLSWORTH
Sheriff of Lincoln County, Wyoming.

STATE OF WYOMING)
: SS.
COUNTY OF LINCOLN)

On the 27th day of September, 1955, before me came EARL ELLSWORTH, to me known to be the Sheriff of the County of Lincoln, State of Wyoming, and the person described in and who executed the foregoing instrument of writing, and acknowledged that he executed the same as such Sheriff for the uses and purposes therein mentioned.

Given under my hand and Official Seal the day and year in this certificate first above written.

Deputy Lincoln County Clerk

My term of Office expires on the first Monday of January, 1959.

364

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [illegible]

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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 Enron Oil & Gas Co
   Street Box 1188
   City, State, Zip Code Houston, TX 77251

D-05-167 MAY 12 1989

D4

2. This application/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: *Parcel No. _____ *Sale Date (m/d/y): _____ _____ _____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. R. Meridian State County

Total acres applied for _____
Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. [illegible] R. [illegible] Meridian [illegible] State [illegible] County

Sec. 19 (ALL);
[illegible];

225581

RECORDED Aug. 7 1989 11:00 A M
IN BOOK 83 of G PAGE 364
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Mari Riley

Total acres in lease [illegible]
Rental retained $ [illegible]

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

0057824-000 (Long Island 01180)

THE UNITED STATES OF AMERICA

by _____ **ANDREW L. TARSHIS**
(Signing Officer)

[illegible] MAY 5 1989
(Title) (Date)

EFFECTIVE DATE OF LEASE JUN 1 1989

(Continued on reverse)

FOR LESSEE

4. (a) I (We) [redacted], (a citizen(s) of the United States, an association of citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory), hereby offer and apply for a lease for all the lands available for lease within the unit described in item 3 above. (b) All parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities (as amended) to hold the lease interests that they will hold if the offer is accepted. (c) Each person, association, and corporation whose direct and indirect interest in this offer exceeds 10 percent is qualified to hold a lease under the mineral leasing laws of the United States or of any State or Territory in which the lands covered by this offer are located; (d) each such person, association, and corporation holds, owns, or controls holdings in leases issued under the mineral leasing laws of the United States or of any State or Territory in which the lands covered by this offer are located, in either public domain or acquired lands, which do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are under option, or 300,000 acres in leases and 300,000 acres under options in either leasing District in Alaska; (e) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (f) offeror is in compliance with reclamation requirements; (g) offeror is in compliance with the diligence requirements of all Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (h) offeror is in compliance with the requirements concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; and (i) offeror is not in violation of sec. 41 of the Act for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (j) offeror is not in violation of sec. 41 of the Act.

(b) The 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 be issued as 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 in part, unless the withdrawal is received by the proper 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.

Dated this ____ day of _____, 19____ _____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals must be paid to the proper office of lessor in advance of each lease year. Annual rentals shall not be prorated to the date on which any lease year begins. Rentals for the first lease year shall accompany the offer. Rentals received in any amount less than the correct amount due will be accepted and the lease will be effective as of the date the first full rental payment is received in the proper office, but failure to promptly remit the correct rental will subject lessee to late payment charges as specified in regulations. Unless otherwise specified, rentals credited against royalties for any lease year are not refundable. Annual rentals must be paid prior to extraction of minerals. Rentals are not required for those lands within a participating area on which royalty is payable for production allocated to this lease. However, annual rentals must continue to be timely paid 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) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment ____%

as specified in regulations at the time this lease is issued.

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 in lieu of rental shall be at the end of each lease year beginning on or after a discovery in paying quantities. 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) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds.—A bond shall be filed and maintained for lease operations as 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

[illegible] necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Conduct of operations.—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium.—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property.—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity.—Lessee shall pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease.—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises.—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default.—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. 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. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest.—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28, 1991

State	Date of sale
Wyoming	April 4, 1989

PARCEL NUMBER *(Include name of known geothermal resource area if bid is for geothermal resources lease)*	AMOUNT OF BID *(See Instructions on reverse)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
WY-8904-690 Township 28 North, Range 112 West, 6th PM Section 10: S½NE¼, SE¼ Section 11: SW¼NW¼, NW¼SW¼ Sublette County, Wyoming Containing 320.00 acres	$23,680 ∝	

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

ENRON OIL & GAS COMPANY	P.O. Box 1188
(Print or type name of Bidder) (Lessee)	(Address of Bidder) (Lessee)
D. Weaver, Agent and Attorney-in-Fact	Houston, Texas 77251-1188
(Signature of Bidder) (Lessee)	(City, State, and zip code)

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

(Continued on reverse)

WYW 115956

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

WYW 115956

2. WILDLIFE STIPULATION - Winter habitat only applies to this lease.

   a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW115951

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

CONTRACTS
D-05-156
DT MAY 12 1989

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Enron Oil & Gas Co
   Street Box 1188
   City, State, Zip Code Houston, TX 77251

2. This application/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: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. R. Meridian State County

Total acres applied for _____
Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027 0N R. 110 0W 06th Meridian WY State Sublette County

225582

sec. 006 lots 1-7;
006 S2NE, SENW, E2SW, SE;
007 lots 1-4;
007 E2, E2W2;
018 lots 1-4;
018 NE, E2W2, N2SE, SWSE;

RECORDED Aug. 7 AD 89 11:00 A.M.
IN BOOK 83 O&G PAGE 369
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Total acres in lease 2818.310
Rental retained $ 2728.50

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title)

MAY 5 1989 (Date)

EFFECTIVE DATE OF LEASE JUN 1 1989

0067827-000 (JeepTrail 99728)

FOR LESSEE

(Continued on reverse)

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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(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 in part, unless the withdrawal is received by the proper 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 _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals must be paid to proper office of lessor in advance of each lease year. If this lease or any portion of this lease is committed to an approved cooperative or unit plan which contains a provision for allocation of production, royalties must be paid on the production allocated to this lease. However, annual rentals must continue to be due at the rate specified in (a), (b), or (c) 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) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

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 in lieu of rental or not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. 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) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as 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

[illegible] All such records shall [illegible] lessee shall maintain [illegible] operations is underway [illegible] shall be closed to [illegible] 5 U.S.C. 552.

[illegible] that minimizes adverse [illegible] biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States, accord all employees complete freedom of purchase, pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. 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. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28, 1991

State	Date of sale
Wyoming	April 4, 1989

PARCEL NUMBER *(Include name of known geothermal resource area if bid is for geothermal resources lease)*	AMOUNT OF BID *(See Instructions on reverse)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
WY-8904-671	$3638.00	

Township 27 North, Range 110 West, 6th PM
Section 6: Lots 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 7: Lots 1-4, E½, E½W½
Section 18: Lots 1-4, NE¼, E½W½, N½SE¼, SW¼SE¼

Sublette County, Wyoming
Containing 1,818.31 acres

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

ENRON OIL & GAS COMPANY
(Print or type name of Bidder) (Lessee)

P.O. Box 1188
(Address of Bidder) (Lessee)

(Signature of Bidder) (Lessee)
D. Weaver, Agent and Attorney-in-Fact

Houston, Texas 77251-1188
(City, State, and zip code)

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

(Continued on reverse)

Form 3000-2 (June 1988)

WYW 115951

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

Form 3100-11
(June 1988)

005 7825-000
Star Corral

Serial No. WYW115961

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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

D-05-43 CONTRACTS
01 MAY 16 1989

1. Name Union Oil & Gas Co
   Street P.O. 1138
   City, State, Zip Code Houston, TX 77251

2. This application/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: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. R. Meridian State County

Total acres applied for _____
Total $ _____

Amount remitted: Filing fee $ _____ Rental fee $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030N R. 113W 06th Meridian WY State Sublette County
sec. 007 E2SE;
008 NWSW;
018 NENE;

225583

RECORDED Aug. 7 19 89 11:15 A M
IN BOOK 83 Oil & G PAGE 373
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

Total acres in lease 160.000
Rental retained $ 240.00

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSHIS
(Signing Officer) MAY 3 1989

Chief, Leasing Section
(Title) JUN 1 1989 (Date)

EFFECTIVE DATE OF LEASE _____

(Continued on reverse)

FOR LESSEE

373

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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(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 in part, unless the withdrawal is received by the proper 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 _____ day of _____, 19 _____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50 for primary term; thereafter $2.00;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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), or (c) 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) Noncompetitive lease, 12½%;
b) Competitive lease, 12½%;
c) Other, see attachment; or
specified in regulations at the time this lease is issued.

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 in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. 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) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. 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. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28, 1991

State	Date of sale
Wyoming	April 4, 1989

PARCEL NUMBER *(Include name of known geothermal resource area if bid is for geothermal resources lease)*	AMOUNT OF BID *(See Instructions on reverse)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
WY-8904-700	$60,315.00	

Township 30 North, Range 113 West, 6th PM
Section 7: E½SE¼
Section 8: NW¼SW¼
Section 18: NE¼NE¼

Sublette County, Wyoming
Containing 160.00 acres

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

ENRON OIL & GAS COMPANY
(Print or type name of Bidder) (Lessee)

P.O. Box 1188
(Address of Bidder) (Lessee)

Houston, Texas 77251-1188
(City, State, and zip code)

(Signature of Bidder) (Lessee)
D. Weaver, Agent and Attorney-in-Fact

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

Form 3000-2 (June 1988)

(Continued on reverse)

WYW 115961

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

[redacted] [redacted] [redacted]

WYW 115961

2. WILDLIFE STIPULATION - Winter habitat only applies to this lease.

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

WW 115961

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

0657826-000
Chimney Buttes

Serial No. WYW115960

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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

0-05-214 DB

CONTRACTS
MAY 15 1989

1. Name Enron Oil & Gas Co
   Street Box 1188
   City, State, Zip Code Houston, TX 77251

2. This application/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: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. R. Meridian State County

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 113OW 06th Meridian WY State Sublette County
sec. 013 lots 4;
024 lots 1;

225584

RECORDED Aug. 7 1989 11:15 A.M.
IN BOOK 83 O&G PAGE 379
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

Total acres in lease 75.700
Rental retained $ 114.00

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title)

MAY 5 1989 (Date)

EFFECTIVE DATE OF LEASE JUN 1 1989

FOR LESSEE

(Continued on reverse)

379

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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(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 in part, unless the withdrawal is received by the proper 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 _____ day of _____, 19 _____

_____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rentals rates per [illegible] are:

(a) Noncompetitive lease, $1.50 per [illegible];
(b) Competitive lease, $1.50 per [illegible];
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued [illegible]

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), or (c) 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) Noncompetitive lease, 12½%.
b) Competitive lease, 12½%.
c) Other, see attachment; or
as specified in regulations at the time this lease is issued

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 in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. 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) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as 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 [illegible]

[illegible] Lessee shall maintain [illegible] investigations undertaken [illegible] by lessee.

During existence of this [illegible] under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase, pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices, and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. 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. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28, 1991

State	Date of sale
Wyoming	April 4, 1989

PARCEL NUMBER *(Include name of known geothermal resource area if bid is for geothermal resources lease)*	AMOUNT OF BID *(See Instructions on reverse)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
WY-8904-699 Township 28 North, Range 113 West, 6th PM Section 13: Lot 4 Section 24: Lot 1 Sublette County, Wyoming Containing 75.70 acres	#29,640.00	

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

ENRON OIL & GAS COMPANY
(Print or type name of Bidder) (Lessee)

P.O. Box 1188
(Address of Bidder) (Lessee)

(Signature of Bidder) (Lessee)
D. Weaver, Agent and Attorney-in-Fact

Houston, Texas 77251-1188
(City, State, and zip code)

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

Form 3000-2 (June 1988)

(Continued on reverse)

WYW 115960

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

WYW 115960

2. WILDLIFE STIPULATION - Winter habitat only applies to this lease.

   a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

SUBLETTE COUNTY, WYOMING

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), is from the entities listed on the signature pages hereto (collectively, "Assignor"), to Kaiser-Francis Oil Company, a Delaware corporation ("Assignee"), Assignor has an address of 109 Northpark Boulevard, Covington, Louisiana 70433, and Assignee has an address of 6733 South Yale Avenue, Tulsa, Oklahoma 74121.

For and in consideration of One Hundred Dollars ($100.00) cash and other good and valuable consideration in hand paid, the receipt and adequacy of which are hereby acknowledged, each Assignor does hereby, severally, and not jointly, Bargain, Sell, Transfer, Set Over, Grant, Assign, Convey and Deliver unto Assignee, all of such Assignor's right, title, interest and estate in and to the oil, gas and/or mineral leases, leasehold estates, fee, royalty, overriding royalty, reversionary, net-profits, and farmout interests which are listed and to the extent described on Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Oil and Gas Properties").

This Assignment includes, to the extent Assignor may lawfully assign same, corresponding undivided interests in and to all of such Assignor's right, title, interest and estate in and to the property and rights incident, and to the extent attributable, to the Oil and Gas Properties, the lands covered thereby or unitized therewith, including, without limitation, (i) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of Orders issued by State Regulatory Agencies, (ii) all presently existing operating agreements and all other contracts and agreements, including gas sales contracts, (iii) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Properties, for the drilling of wells or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells including disposal wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

TO HAVE AND TO HOLD the Oil and Gas Properties unto Assignee and their successors and assigns forever.

ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, FIXTURES AND ITEMS OF MOVABLE PROPERTY OF EACH ASSIGNOR COMPRISING ANY PART OF THE OIL AND GAS PROPERTIES INCLUDING (i) ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESSED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (iv) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES AND ITEMS ARE OWNED ON THE EFFECTIVE DATE HEREOF, AND WILL BE CONVEYED BY ASSIGNOR "AS IS - WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS THEREOF AS ASSIGNEE DEEMS APPROPRIATE.

225590

RECORDED Aug. 7 1989 2:16 P M
IN BOOK 83 O & G PAGE 384
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

KAISER-FRANCIS OIL CO.
ATTN: BRUCE KENNEY
P. O. BOX 21468
TULSA, OKLAHOMA 74121-1468

Each Assignor, for itself and its successors and assigns, as to its respective proportionate interest in the Oil and Gas Properties, severally, and not jointly, represents, warrants and agrees to and with Assignee, its successors and assigns, that, except as set forth in Exhibit "A", the Oil and Gas Properties are free and clear of all liens, encumbrances, burdens and defects of title arising by, through or under Assignor, but not otherwise, and such Assignor, as to its respective proportionate interest in the Oil and Gas Properties, shall, severally, and not jointly, warrant and defend the title of Assignee and its successors and assigns to such Oil and Gas Properties such warranty being a special warranty, against all persons claiming or to claim an interest therein by, through or under Assignor, but not otherwise. The special warranty of title given herein shall be effective only one (1) year from the Effective Time, at which time it shall terminate, be of no further force or effect and be unenforceable by Assignee, its successors, assigns and representatives. To the extent each Assignor has received any warranty of whatever nature relating to the Oil and Gas Properties from such Assignor's predecessors in title, and to the extent such warranty may be assigned, such Assignor subrogates Assignee in and to all of the rights and actions of warranty which such Assignor has or may have against predecessors in title.

Commencing at Closing and effective thereupon as of the Effective Date, Assignee shall assume and pay and perform all of Assignor's liabilities and obligations arising in connection with the Oil and Gas Properties after the Effective Date and the ownership or operation thereof after the Effective Date, but excluding those which arose or occurred prior to the Effective Date (all such liabilities and obligations being referred to herein as the "Assumed Liabilities"). Commencing at Closing and effective thereupon as of the Effective Date, Assignee shall indemnify and hold harmless Assignor against and from any and all loss, cost, expense, liability or damage, including reasonable fees and expenses of attorneys, technical experts and expert witnesses reasonably incident to matters indemnified against ("Loss"), incurred or suffered by any Assignor arising out of or relating to Assignee's failure to discharge the Assumed Liabilities. Commencing at Closing and effective thereupon as of the Effective Date, each Assignor with respect to such Assignor's interest in the Oil and Gas Properties shall indemnify and hold harmless Assignee against and from any Loss incurred or suffered by Assignee caused by or arising from any liabilities of such Assignor relating to the Oil and Gas Properties or to which the Oil and Gas Properties are subject that are not assumed by Assignee pursuant to this Agreement.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Assignor and Assignee shall use their best good faith efforts to agree upon a resolution of the issues raised by FERC Order 500 or any similar rule or order relating to "take or pay" credits or liability. However, neither Assignor or Assignee will make an offer of credits without obtaining the prior written consent of the other party.

Without the consent of the other party, which consent shall not be unreasonably withheld, Assignor and Assignee agree that neither party shall exercise rights to "good faith negotiations" under FERC Order 451, as amended, if the result of such action would be to allow the purchaser of production to commence "good faith negotiations" under contracts held by the non-exercising party.

Separate assignments may be executed by Assignor to Assignee affecting interests in Oil and Gas Properties which are conveyed by this instrument. Those assignments shall be deemed to contain all of the 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 interests conveyed herein.

Assignor agrees to execute any additional instruments, notices, division orders or other documents which may be necessary to effectuate the purposes of this instrument.

References in this Assignment and in the attached Exhibit "A" to contracts, agreements or instruments shall not be deemed to create any rights in favor of any third party.

Assignee joins in the execution hereof for the purpose of being bound by all the terms, provisions, obligations and covenants herein specified.

IN WITNESS WHEREOF, this instrument is signed and executed in multiple counterparts on this 21st day of July 1989, but, notwithstanding anything else to the contrary contained herein, it is hereby stipulated and agreed that this Agreement shall be effective as of 7:00 o'clock A.M., local time, November 1, 1988, (the "Effective Time").

ASSIGNOR:

PRUDENTIAL-BACHE ENERGY INCOME PRODUCTION PARTNERSHIP V P-20

PRUDENTIAL-BACHE ENERGY INCOME PRODUCTION PARTNERSHIP V P-21

PRUDENTIAL-BACHE ENERGY INCOME PRODUCTION PARTNERSHIP V P-22

PRUDENTIAL-BACHE PENSION AND INTERNATIONAL INVESTOR PRODUCTION PARTNERSHIP PI-1

PRUDENTIAL-BACHE PENSION AND INTERNATIONAL INVESTOR PRODUCTION PARTNERSHIP PI-2

By: Graham Royalty, Ltd.,
Managing General Partner

ATTEST:

By: Robin H. Riviere
Robin M. Riviere
Assistant Secretary

[SEAL]

By: _____
Joseph F. Maniscalco
Property Divestiture Coordinator

WITNESSES TO GRAHAM'S SIGNATURES:

Trudy D. Cusimano

_____

ASSIGNEE:

ATTEST:

KAISER-FRANCIS OIL COMPANY

By: Bruce A. Kenney
Bruce A. Kenney
Assistant Secretary

By: _____
James A. Willis
Executive Vice President

(SEAL)

WITNESSES TO KAISER-FRANCIS SIGNATURE:

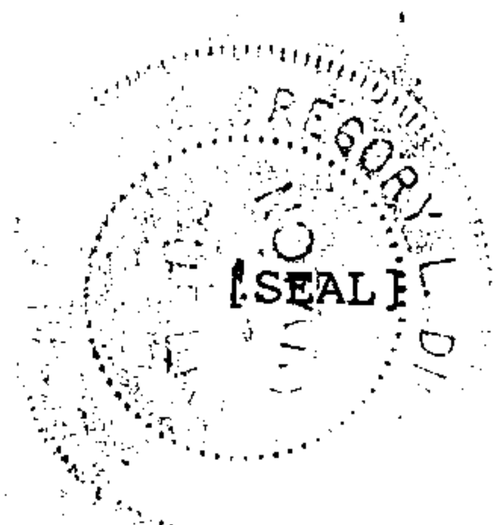
Adele Baker

_____

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

The foregoing instrument was acknowledged before me this 21st day of July, 1989 by Joseph F. Maniscalco, Property Divestiture Coordinator of Graham Royalty, Ltd., a Louisiana corporation, on behalf of said corporation in its capacity as managing general partner of Prudential-Bache Energy Income Production Partnership V P-20, Prudential-Bache Energy Income Production Partnership V P-21, Prudential-Bache Energy Income Production Partnership V P-22, Prudential-Bache Pension and International Investor Production Partnership PI-1, and Prudential-Bache Pension and International Investor Production Partnership PI-2, on behalf of said partnerships. Witness my hand and official seal.



GREGORY L. DICHARRY
NOTARY PUBLIC
ORLEANS PARISH, LA.
MY COMMISSION IS ISSUED FOR LIFE

STATE OF Oklahoma

COUNTY OF Tulsa

The foregoing instrument was acknowledged before me this 25th day of July, 1989 by James A. Willis, Executive Vice President, of Kaiser-Francis Oil Company, a Delaware corporation. Witness my hand and official seal.

Zelinda G. Hyde

MY COMMISSION EXPIRES

April 24, 1993



EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE, AND CONVEYANCE EFFECTIVE NOVEMBER 1, 1988 BY AND BETWEEN GRAHAM ROYALTY, LTD., ET AL., ASSIGNORS, TO KAISER-FRANCIS OIL COMPANY, ASSIGNEE.

GRAHAM PROPERTY NO. 7184-01

PROPERTY NAME	LAND NUMBER LESSOR DATE AND BOOK/PAGE	LEASEHOLD LANDS TO BE CONVEYED
Jefferson Unit Initial Frontier PA "A"	WY7022800 USA W-0320797 OGL 12-1-65	T27N-R110W Sec. 23: S½ Sec. 26: N½, SW¼, N½SE¼, SW¼SE¼
#20-24 Federal		

EXHIBIT "A"
(continued)

SUBLETTE COUNTY
WYOMING

PROPERTY NUMBER: 7184-01

II. The leases described in Section I. are subject to the following contracts, agreements and other instruments.

1. Agreement for Purchase and Sale of Oil and Gas Properties, dated 12/2/88, as amended 12/28/88 by and between Graham Royalty, Ltd., et al, and BHP (AMERICAS) Inc., et al.

2. Agreement for Purchase and Sale of Oil and Gas Properties dated 5/19/89, by and between Kaiser-Francis Oil Company and Graham Royalty, Ltd., et al.

3. ANY AND ALL OTHER CONTRACTS, AGREEMENTS, BURDENS AND ENCUMBRANCES CONCERNING OR AFFECTING THE DESCRIBED LEASES, MINERAL INTERESTS AND LANDS.

OIL AND [redacted] No. 8

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-38887

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Paintbrush Petroleum Corporation, 305 Goodstein Building, Casper, Wyoming 82601

, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Eldon D. Reed, Trustee of the Southfork Royalty Trust	402 Goodstein Building Casper, Wyoming 82601	1% of 8/8ths

1983 JAN 26 AM 9:30
RECEIVED
CHEYENNE, WYOMING
BUREAU OF LAND MANAGEMENT

Being in all a total of an undivided one percent of eight-eighths (1% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land situate in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

225591

Township 29 North, Range 114 West
Section 4: Lot 4, S½NE¼, SW¼NW¼, S½
Section 5: Lots 1, 2, 3, S½N½, S½

RECORDED Aug. 7 1989 2:25 PM
IN BOOK 83 O&G PAGE 391
FEES $4.00 Macy L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 25 1989
BUREAU OF LAND MANAGEMENT

of Section _____ Township _____ Range _____ containing _____ acres more or less.

WITNESS our hands this 10th day of January, 19 83.

Witnesses:

ATTEST: Brad K. Thomas
Brad K. Thomas, Asst. Secretary

PAINTBRUSH PETROLEUM CORPORATION
BY: William P. Gruman
William P. Gruman, Vice President

State of Wyoming)
County of Natrona) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 10th day of January, A. D., 19 83, before me personally appeared William P. Gruman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Paintbrush Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William P. Gruman acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of January, A. D., 19 83.

DIANE E. KOWALSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES
(SEAL)
Aug. 13, 1984
Natrona County, Wyoming

Diane E. Kowalski
Notary Public Diane E. Kowalski

My Commission expires: August 13, 1984

391

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ASSIGNEES' NAMES & ADDRESS

Attached and made a part of Federal Lease W-38887

American Quasar Petroleum Co. of New Mexico 12.5%
707 United Bank Tower
1700 Broadway
Denver, Colorado 80290

John J. Christmann 2.5%
Suite 800, 1500 Broadway
Lubbock, Texas 79401

Mesa Petroleum Co. 10.0%
P. O. Box 2009
Amarillo, Texas 79189

1. Assignee's Name

see attached

Address (include zip code)

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 (43 CFR 3101.2–3)

Township 29 North, Range 114 West, 6th P. M.
Section 4: Lot 4, S½NE¼, SW¼NW¼, S½
Section 5: Lots 1,2,3, S½N½, S½

Containing 1000.90 acres, m/l
Sublette County, Wyoming

225592

RECORDED Aug. 7 19 89 2:30 P M
IN BOOK 83 O & G PAGE 392
FEES $ 9.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

CERTIFIED
to be a true and comparative copy of the official record on file
JAN 25 1989
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	50%
4. Specify interest or percent of record title interest being retained by assignor, if any	25%
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	4%

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

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

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

Executed this 18th day of November , 1980 .
PACIFIC TRANSMISSION SUPPLY COMPANY

By: C. T. Clark
(Assignor's Signature)
C. T. Clark, Jr. - Attorney-in-Fact

245 Market Street
(Assignor's Address)

San Francisco, California 94106
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1981

By Alma M. Lane
(Authorized Officer)

007983 [redacted]

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

AUG 03 1981 [redacted]e)

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM A
OMB NO.
Expires: February [illegible] 1982

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

9:30

CHEYENNE, WYOMING

Lease Serial No.
W-38887

Lease effective date
April 1, 1973

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name
Natural Gas Corporation of California

150.00
Federal Rec. Co.

Address (include zip code)
Four Embarcadero Center, Suite 1400
San Francisco, CA 94111

The undersigned, as owner of 25 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T29N, R114W, 6th PM Sec. 4: Lot 4, S/2NE/4, SW/4NW/4, S/2 Sec. 5: Lots 1,2,3,S/2N/2, S/2 Containing 1,000.90 acres, m/l, Sublette County, Wyoming 225593	SAME LAND DESCRIPTION AS ITEM 2 CERTIFIED to be a true and comparative copy of the official records on file JAN 25 1989 BUREAU OF LAND MANAGEMENT

RECORDED Aug. 7 19 89 2:30 PM
IN BOOK 83 Of G PAGE 393
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor *reduced in proportion to interest assigned; contingent interest in net profits (see attached)	*6.25%
6. Specify overriding royalty previously reserved or conveyed, if any	4%

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

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

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

Executed this 15th day of April, 1983.
Pacific Transmission Supply Company

R. C. Thompson
(Assignor's Signature)
R. C. Thompson, (Attorney-in-Fact)

245 Market Street
(Assignor's Address)

San Francisco, CA 94105
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1983

By _____ ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 25 1985
(Date)

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

The interest in net profits is computed on the basis of multiple leases and applicable only in such months, if any, when net production revenues (gross production revenues attributable to the leasehold interests assigned less all payments for royalties, overriding royalties -- including the 1/16th ORR reserved herein -- and any other interests payable out of production attributable to such interests) exceed the total of (i) current costs for the exploration, development, equipping, operation, and maintenance of the interests assigned and (ii) all previous unrecovered costs for such purposes in connection with such leasehold interests by an amount greater than the total current net amount payable to Assignor under the 1/16th ORR for all such leasehold interests; in any such month, Assignor will be entitled to one-half of the difference between the amount of such excess of net production revenues over the total of such current and previous costs and such amount payable under the 1/16th ORR.

San Francisco, CA 9411
(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications must be in full compliance with the regulations

submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does not change the terms and conditions of the lease

TATE OF CALIFORNIA)
) ss.
ITY AND COUNTY OF SAN FRANCISCO)

ON THIS 15th *day of* April, *1982, before me,* Rose Orais, *a Notary Public in and for said City, County* *State, residing therein, duly commissioned and sworn, personally appeared* R. C. Thompson, *known to me to be the person who executed within instrument on behalf of PACIFIC TRANSMISSION SUPPLY COMPANY the company therein ed, and whose name is subscribed to the within instrument as the Attorney-in-Fact of said company acknowledged to me that he/~~she~~ subscribed the name of said company thereto as principal, and er own name as Attorney-in-Fact and acknowledged to me that such company executed the same.*

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

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC — CALIFORNIA
San Francisco County
My Commission Expires Oct. 13, 1984

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 25 1983
BUREAU OF LAND MANAGEMENT

Rose Orais
Notary Public in and for said City, County and State

My Commission Expires October 13, 1984

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

SSIGNEE 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 U-46500 .

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.

SSIGNEE 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 his assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing nder said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any rilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the ssor to assure compliance with the terms and conditions of the lease and the applicable regulations.

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

uted this 15th day of April , 1983 .

ral Gas Corporation of California

Shirley P. Reeder

(Assignee's Signature)

ley P. Reeder, (Attorney-in-Fact)

Four Embarcadero Center, Suite 1400

(Assignee's Address)

San Francisco, CA 94111

(City) (State) (Zip Code)

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

INSTRUCTIONS

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

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

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifi-

submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 15th day of April, 1983, before me, Rose Orais, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared R. C. Thompson, known to me to be the person who executed the within instrument on behalf of PACIFIC TRANSMISSION SUPPLY COMPANY the company therein named, and whose name is subscribed to the within instrument as the Attorney-in-Fact of said company and acknowledged to me that he/~~she~~ subscribed the name of said company thereto as principal, and his/~~her~~ own name as Attorney-in-Fact and acknowledged to me that such company executed the same.

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

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

JAN 25 1983

BUREAU OF LAND MANAGEMENT

OFFICIAL SEAL
ROSE ORAIS
NOTARY PUBLIC – CALIFORNIA
San Francisco County
My Commission Expires Oct. 13, 1984

Rose Orais

Notary Public in and for said City, County and State

My Commission Expires October 13, 1984

396

FORM NO. LNH-2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

KINTZEL BLUE PRINT CO. CASPER, WYOMING

This Overriding Royalty Assignment, made this 31st day of May, 1980, by and between Howell Spearand Mary Nan Spear, his wife

whose address is Box 206, Perkinston, Mississippi 39573

hereinafter called Lessee; and Charles A. Shear

whose address is P. O. Box 2665, Grand Junction, Colorado 81502

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated April 1, 1973 bearing Serial No. W 98887, of the U. S. Land & Survey Office, at Cheyenne, Wyoming which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in ~~Sublette~~ County, State of Wyoming towit:

Township 29 North, Range 114 West, 6th P. M.

Sec. 4: Lot 4, $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$
Sec. 5: Lots 1, 2, 3, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$

containing 1000.90 acres, more or less

CERTIFIED to be a true and correct copy of the original

AUG 07 1980
BUREAU OF LAND MANAGEMENT

NOW, Therefore, in consideration of the premises and the sum of ~~Ten~~ Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, ~~his~~ heirs and assigns, an overriding royalty interest of 2% of 8/8ths

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to only the terms and condition of the original lease

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

225594

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

RECORDED Aug. 7 19 80 2:30 PM
IN BOOK 83 O&G PAGE 396
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

Howell Spear

Mary Nan Spear LESSEE

By: Mary Riley

STATE OF ~~Mississippi~~ }
COUNTY OF Stone } ss:

ACKNOWLEDGEMENT
Single or Married

On this 31st day of May, 19 80 before me personally appeared Howell Spear and Mary Nan Spear, his wife

me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she they) executed the same as his (or her or their) free act and deed, including the release and waiver of the right of homestead, the 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 the day and year in the certificate first above written..

[redacted] PUBLIC

[redacted] expires on the 28th day of November, A.D. 19 82

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1985

Lease Serial No.
W-38887

Lease effective date
4/1/73

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1984 JUL -9 AM 9 30

PART I

1. Assignee's Name

SEE ATTACHED RIDER

25.00
National Surety Corp

Address (*include zip code*)

RIDER ATTACHED TO ASSIGNMENT DATED JUNE 1, 1984 OF LEASE W-38887.

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

6/7th of Exhibit "A" interest

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

1/7th of Exhibit "A" interest

Signed for identification: John J. Christmann
John J. Christmann

225595

RECORDED Aug 7 AT 89 2:30 PM
IN BOOK 83 of G PAGE 397
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
SEE EXHIBIT "A" describing lands in Sublette County, WY	CERTIFIED to be a true and comparative copy of the official records on file JAN 25 1989 BUREAU OF LAND MANAGEMENT SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	SEE EXHIBIT "A"
4. Specify interest or percent of record title interest being retained by assignor, if any	SEE EXHIBIT "A"
5. Specify overriding royalty being reserved by assignor	NONE
Specify overriding royalty previously reserved or conveyed, if any	SEE EXHIBIT "A"

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 1st day of June, 1984.

John J. Christmann — 1500 Broadway, Suite 800
(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, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 01 1984 By ANDREW L. TARSHIS
(Authorized Officer)

[redacted] Chief, Oil & [redacted] Section [redacted] 5 1985

[redacted] F [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

Executed this 21 day of June, 1984

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

606 Republic Bank Bldg.
(Assignee's Address)

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

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

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

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

My commission expires:
5/11/87

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

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

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

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

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

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

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

JAN 25 1989

BUREAU OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT
JUL 6 - 1984
CASPER, WYOMING

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

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

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

PART II 400

A. 'S REQUEST FOR APPROVAL OF ASSIG

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

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

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

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

Executed this 26th day of June , 1984 .

FLAG-REDFERN OIL COMPANY

Glenn S. Brant
(Assignee's Signature)

Glenn S. Brant, President

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

ATTEST:

Dale Stice

Dale Stice, Assistant Secretary

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

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

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) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 25 1989
BUREAU OF LAND MANAGEMENT

1984 JUL -5 AM 9 30

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

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

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

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

EXHIBIT "A"

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 25 1989
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Serial # FROC #	Date of Lease	Lessee	ORRI Previously Reserved	Assignor's Record Title Retained	Lease Description	Assignor's Record Title Assigned
W-79179 HZ43300	12/1/82	J. Thomas Lewis	5.50% PP 2.50%ORR	15.00%	T30N, R115W Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 8: Lots 1-4, E/2, N/2NW/4, SE/4SW/4 Sec. 9: W/2	35.00%
W-67197 HZ40400	4/1/79	A. W. Rutter, Jr	5.00% *1.00% additional	30.00%	T30N, R115W Sec. 13: NW/4, S/2SW/4 Sec. 14: SW/4 *Sec. 23: NW/4 Sec. 24: S/2SW/4 *Sec. 24: NW/4 *Sec. 25: Lots 1, 3, 4, W/2SE/4, SW/4, W/2NE/4	70.00%
W-72878 HZ41700	10/1/81	O. Woodward Eklund & wife Onita Eklund	4.375%PP 1.66%ORR	10.00%	T30N, R115W Sections 16, 20, 21, 29, & 33: All	23.33%
W-52408 HZ40100	12/1/75	Bonnie J. Brown	12.00%	30.00%	T30N, R115W Sec. 25: NW/4	70.00%
W-69888 HZ40500	1/1/80	Matthew N. Sumich	10.00% *1.00% additional	30.00%	T30N, R115W Sec. 2: Lots 1-4, S/2N/2, SW/4 Sec. 3 SE/4 Sec. 10: W/2SE/4 Sec. 11: W/2, SE/4 *Sec. 15: E/2 *Sec. 22: E/2 *Sec. 23: SW/4 *Sec. 26: NW/4 T31N, R115W Sec. 35: NE/4	70.00%
W-78475 HZ41600	6/1/74	Joanne Prichett	*10.00% **5.00%	*3.00% **1.50% (Operating Rights)	T29N, R114W *Sec. 10: SW/4 **Sec. 10: SE/4 and N/2 **Sec. 15: E/2	*7.00% **3.50% (Operating Rights)

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 25 1989
BUREAU OF LAND MANAGEMENT

402

[redacted] [redacted] AMCO LEASE NO.490 [redacted] 0

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Robert Springman and Wilda Springman, husband and wife as Lessor, and Williams Exploration Company, as Lessee, dated the 9th day of January, 1981, covering the following described land, to-wit:

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

Section 25: NE/4, NE/4 NW/4, E/2 SE/4

and containing 280.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 64 and Page 288.

IN WITNESS WHEREOF, the undersigned owner and releasor has executed this instrument this 27 day of July, 1989.

AMERICAN COMETRA, INC.

BY: Carl W. Steinle
Carl W. Steinle
Vice President Land & Legal

ATTEST: Cheryl Cox
Cheryl Cox
Corporate Secretary

THE STATE OF TEXAS)(
)(
COUNTY OF TARRANT)(

This instrument was acknowledged before me on this 27 day of July, 1989, by Carl W. Steinle, Vice President Land & Legal of American Cometra, Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires 6-24-93

Mitzi L. Gholson
Notary Public

225623

RECORDED Aug. 10 1989 8:00 A.M.
IN BOOK 83 O&G PAGE 403
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

404

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

4247 | Serial No. WY W116776

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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 MARSHALL & WINSTON, INC.
   Street P.O. Box 50880
   City, State, Zip Code Midland TX 79710-0880

2. This application/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: *Parcel No. WY-8906-72i *Sale Date (m/d/y): 6 6 89

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. R. Meridian State Wyoming County Sublette

225645

RECORDED Aug. 14 1989 11:00 A M
IN BOOK 83 O&G PAGE 404
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

Amount remitted: Filing fee $ 75.00 Rental fee $ 1,920.00 Total acres applied for 1,280.00
Total $ 1,995.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SEE ATTACHED

Total acres in lease _____
Rental retained $ _____

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) AUG 3 1989 (Date)

EFFECTIVE DATE OF LEASE SEP 1 1989

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

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 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(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 in part, unless the withdrawal is received by the proper 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 7th day of June, 19 89. Steven M. Wyman
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years, thereafter $2.00.
(b) Competitive lease, $1.50, for primary term; thereafter $2.00.
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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), or (c) 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) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

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 in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. 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) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices, and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. 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. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

★U.S.GPO:1988-0-573-017/80032

WYW-116776 1280.000 Acres
T.0270N, R.1080W, 06th PM, WY
sec. 009 ALL;
010 ALL;
Sublette County

116776

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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) of significant sites along historic trails.

e. Construction with frozen material or 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 BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold 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). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other mineral lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee, or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor, or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

LEA[redacted] WY-5360

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, authorized to transact business in the State of Wyoming, does hereby release, remise, and relinquish unto the owners entitled thereto, their heirs, administrators, successors and assigns all of its right, title and interest in and to that certain Oil and Gas Lease dated the 27th day of October, 1979, executed by Cross Lazy Two Land & Livestock, as Lessor, to Mobil Oil Corporation, as Lessee, said lease being recorded in Book 58, Page 370, Official Records of Sublette County, Wyoming, and covering the following described land situated in Sublette County, State of Wyoming, to wit:

Township 29 North, Range 114 West
Sec. 11: SE/4 NE/4
Sec. 12: S/2 NW/4, NE/4 SW/4, NE/4 & N/2 SE/4

225646 IN WITNESS WHEREOF, MOBIL OIL CORPORATION, has caused these presents to be duly executed on this the 10th day of August, 1989.

MOBIL OIL CORPORATION

BY: C E Re
Attorney-in-Fact

RECORDED Aug. 14 1989 11:00 A M
IN BOOK 83 O&G PAGE 409
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On August 10, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. E. Reay, known to me to be the person whose name is subscribed to the within instrument as an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney in fact.

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

CAROL HOGAN NOTARY PUBLIC STATE OF COLORADO

Carol Hogan
Notary Public in and for said County & State

My commission expires May 18, 1989.

THIS INSTRUMENT WAS PREPARED BY MOBIL EXPLORATION & PRODUCING U.S. INC., P.O. BOX 5444, DENVER, CO 80217.

410

PRODUCERS 88-A.A.D. Of
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of June, 19 89, by and between Penny D. Chrisman, a single woman
435 West 57th Street, Apt. #7B
whose post office address is New York, New York 10019, hereinafter called Lessor (whether one or more) and Dolar Oil Properties whose post office address is 9035 South 700 East, Suite 100A Sandy, Utah 84070, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of ten and 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 114 West, 6th P.M.
Section 1: S½SW¼
Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼

Township 30 North, Range 114 West, 6th P.M.
Section 34: E½SE¼
Section 35: S½SW¼

and containing 628.58 acres, more or less.

five (5) XXX

1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (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.

16. This lease is made subject to any oil and gas leases filed of record prior to the recordation of this lease, covering the same described properties as herein. 225685

Penny D. Chrisman

SS# 520-44-8513

[redacted]

RECORDED Aug. 16 AD 89 12:39 PM
IN BOOK 83 O&G PAGE 410
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE [redacted]MING

STATE OF ..... }
COUNTY OF [redacted]ER } ss.

[redacted] Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota [redacted] NOWLEDGMENT — INDIVIDUAL [redacted]

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5 day of July 19 89, personally appeared Penny D. Chrisman, a single woman

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.

BARBARA J. MARTIN
Notary Public, State of New York
No. 44-8209615
Qualified in Rockland County
Commission Expires February 28, 19 91

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

My Commission Expires .....

Barbara J. Martin
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.

By.....County Clerk.

.....Deputy.

When recorded return to

411

412

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Dolar Oil Properties
9035 South, 700 East, Suite 100A
Sandy, Utah 84070

hereinafter called Assignor, for and in consideration of Ten and more Dollars ($10.00+), the receipt is hereby acknowledged, does hereby sell, assign, transfer and set unto:

T. A. Kritikos
1141 Whitney Avenue
Gretna, LA 70053

hereinafter called Assignee, an undivided twelve and one-half percent (12.50%) of the interest owned by Assignor, in and to the oil and gas lease more particularly described on the "Lease Schedule" attached hereto and made a part hereof.

And for the same consideration, the Assignor covenants with the Assignee, its heirs, successors or assigns; that the Assignor is the lawful owner of and has good title to the interests above assigned in and to said leases, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; That the said leases are valid and subsisting leasing on the lands described, and all rentals and royalties due hereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor hereby surrenders and releases all rights of dower and homestead in the premises above described.

225686 EXECUTED THIS 5TH DAY OF AUGUST, 1989

RECORDED Aug. 16 19 89 12:30 P M
IN BOOK 83 O&G PAGE 412
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

Dolar Oil Properties

x
Mark S. Dolar - Sole Proprietor

NOTARY ACKNOWLEDGMENT

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 5th day of August, 19 89, personally appeared Mark S. Dolar, doing business as Dolar Oil Properties

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 June 19, 1993

Anne McKinley
Notary Public

ANNE MCKINLEY
Notary Public
STATE OF UTAH
My Comm. Exp. June 19, 1993
9036 S 700 E, Sandy

13-77 B
REVISED 8-1-92

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1	Pamela C. Johnson and Lou W. Johnson, wife and husband	Dolar Oil Properties	6/27/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S½SW¼ Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼ Section 11: N½NE¼ Section 12: N½NW¼ Township 30 North, Range 114 West, 6th P.M. Section 34: E½SE¼ Section 35: S½SW¼	628.58	83	196
2	Harriet E. Chrisman, a single woman and Charles G. Chrisman, a single man	Dolar Oil Properties	4/29/89	Same description as above.	628.58	83	324
3	Stella C. Shaver and Gaius R. Shaver, wife and husband	Dolar Oil Properties	6/27/89	Same description as above.	628.58	83	326
4	Frank E. Sears, a widower and Frank W. Sears, a single man	Dolar Oil Properties	6/27/89	Same description as above	628.58	83	328
5	Penny D. Chrisman, a single woman	Dolar Oil Properties	6/27/89	Same description as above.	628.58		

413

414

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Dolar Oil Properties
9035 South, 700 East, Suite 100A
Sandy, Utah 84070

hereinafter called Assignor, for and in consideration of Ten and more Dollars ($10.00+), the receipt is hereby acknowledged, does hereby sell, assign, transfer and set unto:

Peter W. Hummel
P.O. Box 10350
Reno, Nevada 89510

hereinafter called Assignee, an undivided fifty percent (50%) of interest owned by Assignor, in and to the oil and gas lease more particularly described on the "Lease Schedule" attached hereto and made a part hereof.

And for the same consideration, the Assignor covenants with the Assignee, its heirs, successors or assigns; that the Assignor is the lawful owner of and has good title to the interests above assigned in and to said leases, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; That the said leases are valid and subsisting leasing on the lands described, and all rentals and royalties due hereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor hereby surrenders and releases all rights of dower and homestead in the premises above described.

225687

EXECUTED THIS 5TH DAY OF AUGUST, 1989

RECORDED Aug. 16 AD 89 12:30 PM
IN BOOK 83 O&G PAGE 414
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mau Riley

Dolar Oil Properties

X _____
Mark S. Dolar - Sole Proprietor

NOTARY ACKNOWLEDGMENT

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 5th day of August, 19 89, personally appeared Mark S. Dolar, doing business as Dolar Oil Properties

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 June 19, 1993

Anne McKinley
Notary Public

ANNE MCKINLEY
Notary Public
STATE OF UTAH
My Comm. Exp. June 19, 1993
9036 S 700 E, Sandy, UT [redacted]

[redacted] [redacted]

18-77-8
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1	Pamela C. Johnson and Lou W. Johnson, wife and husband	Dolar Oil Properties	6/27/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S½SW¼ Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼ Section 11: N½NE¼ Section 12: N½NW¼ Township 30 North, Range 114 West, 6th P.M. Section 34: E½SE¼ Section 35: S½SW¼	628.58	83	196
2	Harriet E. Chrisman, a single woman and Charles G. Chrisman, a single man	Dolar Oil Properties	4/29/89	Same description as above.	628.58	83	324
3	Stella C. Shaver and Gaius R. Shaver, wife and husband	Dolar Oil Properties	6/27/89	Same description as above.	628.58	83	326
4	Frank E. Sears, a widower and Frank W. Sears, a single man	Dolar Oil Properties	6/27/89	Same description as above	628.58	83	328
5	Penny D. Chrisman, a single woman	Dolar Oil Properties	6/27/89	Same description as above.	628.58		

415

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Dolar Oil Properties
9035 South 700 East, Suite 100A
Sandy, Utah 84070

hereinafter called Assignor, for and in consideration of Ten and more Dollars ($10.00+), the receipt is hereby acknowledged, does hereby sell, assign, transfer and set unto:

Be Jo Kritikos
5449 Sutton Place
New Orleans, LA 70131

hereinafter called Assignee, an undivided twelve and one-half percent (12.50%) of the interest owned by Assignor, in and to the oil and gas lease more particularly described on the "Lease Schedule" attached hereto and made a part hereof.

And for the same consideration, the Assignor covenants with the Assignee, its heirs, successors or assigns; that the Assignor is the lawful owner of and has good title to the interests above assigned in and to said leases, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; That the said leases are valid and subsisting leasing on the lands described, and all rentals and royalties due hereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor hereby surrenders and releases all rights of dower and homestead in the premises above described.

225688

EXECUTED THIS 5TH DAY OF AUGUST, 1989

RECORDED Aug. 16 AD 89 12:30A M
IN BOOK 83 O&G PAGE 416
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mau Riley

Dolar Oil Properties

x _____
Mark S. Dolar - Sole Proprietor

NOTARY ACKNOWLEDGMENT

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 5th day of August, 19 89, personally appeared Mark S. Dolar, doing business as Dolar Oil Properties

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 June 9, 1993

Anne McKinley
Notary Public.

ANNE MCKINLEY
Notary Public
STATE OF [redacted]

13-77-0
REVISED 8-1-52

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
1	Pamela C. Johnson and Lou W. Johnson, wife and husband	Dolar Oil Properties	6/27/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S½SW¼ Section 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼ Section 11: N½NE¼ Section 12: N½NW¼ Township 30 North, Range 114 West, 6th P.M. Section 34: E½SE¼ Section 35: S½SW¼	628.58	83	196
2	Harriet E. Chrisman, a single woman and Charles G. Chrisman, a single man	Dolar Oil Properties	4/29/89	Same description as above.	628.58	83	324
3	Stella C. Shaver and Gaius R. Shaver, wife and husband	Dolar Oil Properties	6/27/89	Same description as above.	628.58	83	326
4	Frank E. Sears, a widower and Frank W. Sears, a single man	Dolar Oil Properties	6/27/89	Same description as above	628.58	83	328
5	Penny D. Chrisman, a single woman	Dolar Oil Properties	6/27/89	Same description as above.	628.58		

417

DISCLAIMER OF INTEREST IN FEDERAL OIL AND GAS LEASE

WHEREAS, by Assignment Affecting Record Title to Oil and Gas Lease dated December 27, 1974, approved by the Bureau of Land Management April 17, 1975, and effective April 1, 1975, the undersigned, Chorney Oil Company, 555 17th Street, Suite 1000, Denver, CO 80202-3910, assigned all of its interest under the following described lands to John R. Groom, Box 1255, Casper, WY 82601, to wit:

FEDERAL LEASE #W-38887:

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6th P. M.
Section 4: Lot 4, S/2NE/4, SW/4NW/4, S/2
Section 5: Lots 1, 2, 3, S/2N/2, S/2

containing 1000.90 acres, more or less.

WHEREAS, said assignment contains a scrivener's error which can be interpreted to indicate that Chorney Oil Company reserved an interest in said lease when the intent of Chorney Oil Company was to assign all of its interest in said lease to John R. Groom, and

WHEREAS, Chorney Oil Company desires to correct such error by disclaiming any such rights it may have in Federal Lease# W-38887 described above.

NOW, THEREFORE Chorney Oil Company hereby disclaims, renounces, relinquishes and quitclaims to John R. Groom, his successors and assigns, any and all rights, claims, and interests, it may have in said Federal Lease #W-38887.

EXECUTED this 11th day of August, 1989.

ATTEST: CHORNEY OIL COMPANY

225704

Dorothy A. Bass, Asst. Sec.

By L. Stanley, Vice President

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

RECORDED Aug 18 '89 10:50 AM
IN BOOK 83 OF G PAGE 418
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

On this 11th day of August, 1989, before me personally appeared L. Stanley, as Vice President of Chorney Oil Company by the authority of its Board of Directors and the corporate seal affixed thereto under said authority.

Witness my hand and official seal.

Beverly L. Spencer

My Commission Expires:
555 17th STREET, STE. 1000
DENVER, COLORADO 80202-3910
MY COMMISSION EXPIRES:
SEPTEMBER 4, 1989

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned **CHARLES H. TEAL** (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado 80202 (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 and One-Half Percent of Eight-Eighths** (2.5% of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land located in Crook County, Wyoming, pursuant to that certain oil and gas lease described as follows:

Federal Lease No.:	W-69873
Lessor:	United States of America
Description:	Township 30 North, Range 114 West, 6th P.M.
	Section 7: Lots 3,4, NE4, S2SE4
	Section 8: NE4, N2NW4, W2SW4, SE4SW4, SW4SE4
	Section 17: N2, SE4
	Section 18: Lots 1,2,3,4, E2, E2W2
	Section 19: N2NE4, SE4NE4, E2NW4
	Section 20: NE4, NE4SE4
	Containing 2,235.20 acres, more or less
	Sublette County, Wyoming

It is hereby understood that this assignment covers only those depths from from the surface to the base of the Second Frontier Formation found at the approximate depth of 7,772' as found in the American Quasar Petroleum #33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming. All depths below the base of the Second Frontier Formation are hereby excepted from this assignment.

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things, as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignee the rights, interests and properties conveyed or intended to be conveyed hereby.

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 provision:

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, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

225705

IN WITNESS WHEREOF, Assignor has executed and delivered this **ASSIGNMENT OF OVERRIDING ROYALTY INTEREST** signed this 10 day of August, 1989.

RECORDED Aug. 18 19 89 11:00 A M
IN BOOK 83 Oil & G PAGE 419
FEES $ 6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Charles H. Teal

By: Jean Riley

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 10 day of August, 1989, by Charles H. Teal.

WITNESS my hand and notarial seal.

My Commission Expires 10-25-91

Notary Public

(forms/fedasnaor/teal/kse)

ASSIGNMENT, BILL OF SALE & CONVEYANCE

This Deed, Assignment, Bill of Sale and Conveyance ("Assignment"), by and between PACIFIC ENTERPRISES OIL COMPANY (USA) (hereinafter referred to as "Assignor"), whose address is: 5416 S. Yale, Suite 400, Tulsa, Oklahoma 74135, AND, J. M Kirby _____ (hereinafter referred to as "Assignee"), whose address is: 707 Hollywood Street, Dallas, Texas 75208 _____.

For and in consideration of One Hundred Dollars ($100.00) cash and other good and valuable consideration in hand paid, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby Bargain, Sell, Transfer, Set Over, Grant, Assign, Convey and Deliver unto Assignee, all of Assignor's right, title, interest and estate in and to the oil, gas and/or mineral leases without warranty of title, either express or implied, which are listed and described on Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Oil and Gas Properties").

The interest assigned herein includes:

1. Its proportionate part of all personal property, easements, permits, rights-of-way and contracts, situated upon, or used or useful, or held for future use in connection with the exploration, development or operation of the Leases described in Exhibit "A" or of any unitized area which includes any of such properties and interest, or with the production, treating, storing or transportation of oil, gas or other hydrocarbons from the YOSE CATTLE 40-35 well(s), including, but not by way of limitation, all wells, casing, tubing, tanks, separators, rods, pumps, flowlines, pipelines, buildings, fixtures, saltwater disposal facilities, power lines, roads, and other appurtenances.

2. Assignor's undivided interests in and to all of the personal property, fixtures, equipment and improvements now thereon, appurtenant thereto or used in connection therewith or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereto belonging.

This Assignment includes, to the extent Assignor may lawfully assign same, corresponding undivided interests in and to all of such Assignor's right, title, and interest in and to the property and rights incident, and to the extent attributable, to the Oil and Gas Properties, the lands covered thereby or unitized therewith, including, without limitation, (i) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of Orders issued by State Regulatory Agencies, (ii) all presently existing operating agreements and all other contracts and agreements, (iii) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Properties, for the drilling of wells or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

TO HAVE AND TO HOLD the Oil and Gas Properties unto Assignee and their heirs successors and assigns forever. All of the terms, provisions, covenants and conditions contained herein shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns.

ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, FIXTURES AND ITEMS OF MOVABLE PROPERTY OF EACH ASSIGNOR COMPRISING ANY PART OF THE OIL AND GAS PROPERTIES INCLUDING (i) ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESSED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (iv) ANY CLAIM BY

225707

RECORDED Aug 18 1989 11:00 A M
IN BOOK 83 O&G PAGE 420
FEES $ 10.00 Mary L Lenkford COUNTY CLERK
SWEETWATER COUNTY, PINEDALE, WYOMING
[redacted] By: [redacted] Deputy

ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES AND ITEMS ARE OWNED ON THE EFFECTIVE DATE HEREOF, AND WILL BE CONVEYED BY ASSIGNOR "AS IS - WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS THEREOF AS ASSIGNEE DEEMS APPROPRIATE.

Assignee, in consideration of the property and interests herein conveyed, by acceptance hereof, agrees to indemnify and hold Assignor harmless of and from any and all claims, demands, loss, risk or expense, incident to or resulting from Assignee's further use and operations on the premises assigned hereby from and after the effective date hereof.

Should the well(s) as listed on Exhibit "A", attached hereto and made a part hereof, require plugging and abandonment, Assignee agrees to assume all obligations and responsibilities to plug and abandon said well(s) and to assume responsibility for cleaning up the locations around said well(s). Said well(s) shall be plugged and abandoned at the sole cost, risk and expense of Assignee and shall be plugged and abandoned in full compliance with any applicable state, government laws and/or regulatory body regulations.

Assignee, by Assignee's own independent investigation, has determined any amount of over- or underproduction attributable to the Oil and Gas Properties and adjusted the purchase offer accordingly. Assignor shall not be liable for any overproduction, nor shall it benefit from future makeup of any underproduction, which occurred prior to the Effective Date.

The oil remaining in the tanks above the pipeline connection on the effective date of this sale is not to be considered a part of the sale. A measure of such oil as of 7:00 a.m. on said effective date will be based upon either the Operator's gage report if available, or regulatory reports furnished by Operator showing beginning balance on said effective date, with disbursing agent to disburse and prorate accordingly.

Assignee does hereby agree to assume, be bound by and subject to each Assignor's proportionate share of all express and implied covenants, rights, obligations and liabilities with respect to the Oil and Gas Properties, and Assignee's interest in the Oil and Gas Properties shall bear their proportionate share of royalty interests, overriding royalty interests and other payments out of or measured by production from and after the Effective Time, as hereinafter defined.

In the event two or more Oil and Gas Properties cover the same land (e.g., an oil and gas leasehold interest included within the Oil and Gas Properties may cover the same land as a mineral, royalty or overriding royalty interest included within the Oil and Gas Properties), no merger of title shall occur, and each of the Oil and Gas Properties covering the same land is conveyed and shall be owned by Assignee as a separate and distinct property.

Assignor and Assignee shall use their best good faith efforts to agree upon a resolution of the issues raised by FERC Order 500 or any similar rule or order relating to "take or pay" credits or liability. However, neither Assignor or Assignee will make an offer of credits without obtaining the prior written consent of the other party.

Without the consent of the other party, which consent shall not be unreasonably withheld, Assignor and Assignee agree that neither party shall exercise rights to "good faith negotiations" under FERC Order 451, as amended, if the result of such action would be to allow the purchaser of production to commence "good faith negotiations" under contracts held by the non-exercising party.

Separate assignments may be executed by Assignor to Assignee affecting interests in the Oil and Gas Properties which are conveyed by this instrument. Those assignments shall be deemed to contain all of the 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 interests conveyed herein.

All ad valorem, property, production, severance and similar taxes and assessments against the Subject interest for the calendar year 1989 shall be prorated as of the effective date here with such proportion to be made by

appropriate billing agent.

References in this Assignment and in the attached Exhibit "A" to contracts, agreements or instruments shall not be deemed to create any rights in favor of any third party.

IN WITNESS WHEREOF, this instrument is signed and executed in multiple counterparts on this 1st day of August, 1989, but notwithstanding anything else to the contrary contained herein, it is hereby stipulated and agreed that this Agreement shall be effective as of 7:00 a.m., local time, August 1, 1989, (the "Effective Time").

ATTEST:

B. Dewayne Berg
Assistant Secretary

PACIFIC ENTERPRISES OIL COMPANY (USA)

By: _____
Joseph L. Pritchett, III
Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 1st day of August, 1989, by Joseph L. Pritchett, III, Vice President of Pacific Enterprises Oil Company (USA), a California corporation, on behalf of said corporation, for the uses and purposes therein set forth.

My Commission Expires:

10-4-89

Nancy Snyder Iske
Notary Public In and For
Dallas County, Texas

EXHIBIT 'A'

(ULP815)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 53168
PRODUCING PROPERTY NAME- YOSE CATTLE 40-35

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	
2325	36020-00	USA #W-54471	ANGELO J. LIBERATORE	9/01/76 T-28N	R-112W		
				SEC 35:	E/2 SE, SW SE		(ABOVE 9,300') (BELOW 9,300')
2325	36020-01	U.S.A. #W-54471	ANGLO J. LIBERATORE	9/01/76 T-28N SEC 35:	R-112W E/2 SE, SW SE (SURF TO 9300')		

423

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

CHANDLER & ASSOCIATES, INC., whose address is 770 LINCOLN TOWER BUILDING, 1860 LINCOLN STREET, DENVER, COLORADO, 80203, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 29, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: _____
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

GFS

Date: 8/15/89

ASSIGNOR: CHANDLER & ASSOCIATES, INC.

By: _____
Collis P. Chandler, Jr.
President

ATTEST:

_____
P. McDonald Chandler, Secretary

Date: 8/10/89

225731

RECORDED Aug. 22 19 89 8:10 A M
IN BOOK 83 O&G PAGE 424
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, [redacted]LE, WYOMING

THE STATE OF COLORADO)
City and
COUNTY OF Denver)

This instrument was acknowledged before me on the 16th day of August, 1989 by COLLIS P. CHANDLER, JR., President of CHANDLER & ASSOCIATES, INC., a corporation, on behalf of said corporation.

My Commission Expires:
August 9, 1993

Annette J. Shayne
Notary Public in and for the
State of Colorado Annette J. Shayne
Address: 1860 Lincoln St., #770
Denver, CO 80203

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 15th day of August 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHiBIT "1"

Attached to and made a part of that certain
Assignment between
CHANDLER & ASSOCIATES, INC., Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 28: SW/4 NE/4, containing 40 acres more or less, and being Tract 10 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-2121)
LESSEE: Belco Petroleum Corporation
DATE: 11-1-66
OVERRIDING ROYALTY INTEREST (decimal): .0205

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 32: Lots 16, 17, 18, 19, 20, containing 180.42 acres more or less, and being Tract 13 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-17208)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .01435

C. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4, containing 160 acres more or less, and being Tract 15 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-20038)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .01435

D. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: SW/4 NE/4, containing 40 acres more or less, and being Tract 16 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-20039)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .01435

E. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 33: Lots 1, 2, 3, 4 (S/2 S/2), NE/4, E/2 NW/4, SW/4 NW/4, N/2 S/2, containing 619.07 acres more or less, and being Tract 22 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320843)
LESSEE: C. B. Woodman, Jr.
DATE: 12-1-65
OVERRIDING ROYALTY INTEREST (decimal): .02665

F. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 15: SW/4

Section 22: SW/4

containing 320 acres more or less, and being part of Tract 26 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-2120)
LESSEE: Philadelphia Oil Company of Calfiornia
DATE: 11-1-66
OVERRIDING ROYALTY INTEREST (decimal): .013325

G. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18

Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Section 5: Lots 5, 6, 13, 20, S/2 NE/4, NW/4 SE/4

Section 9: N/2

Section 10: NW/4

containing 1,660.69 acres more or less, and being Tract 28 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-9578)
LESSEE: John P. Ellbogen
DATE: 12-1-67
OVERRIDING ROYALTY INTEREST (decimal): .0205

H. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 21: NE/4, SE/4, containing 320 acres more or less, and being Tract 29 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-11603)
LESSEE: J. E. Joujon-Roche
DATE: 4-1-68
OVERRIDING ROYALTY INTEREST (decimal): .0123

I. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 5: SW/4 SE/4, containing 40 acres more or less and being Tract 30 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-26615)
LESSEE: M. R. Diggs, Jr.
DATE: 12-1-70
OVERRIDING ROYALTY INTEREST (decimal): .0410

J. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 16: S/2, containing 320 acres more or less, and being part of Tract 41 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: State of Wyoming (66-5165)
LESSEE: Etta Mandel
DATE: 3-2-66
OVERRIDING ROYALTY INTEREST (decimal): .013325

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

ELLBOGEN ROYALTIES, a Partnership, whose address is P. O. BOX 3454, CASPER, WYOMING, 82602, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 25, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: J Wayne Achee
J. WAYNE ACHEE, Production Manager
Prod. Dept., Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney in Fact

Div. Law DSR

Div. Law GES

Date: _____

ASSIGNOR: ELLBOGEN ROYALTIES,
a Partnership

By: Thomas M. Ellbogen
Thomas M. Ellbogen,
Partner

Date: 7/7/89

225732

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 of G PAGE 429
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley
429.

THE STATE OF WYOMING)
COUNTY OF Natrona)

This instrument was acknowledged before me on the 7 day of July, 1989 by THOMAS M. ELLBOGEN a Partner of ELLBOGEN ROYALTIES, a Partnership.

HELEN M. SCOTT NOTARY PUBLIC NATRONA COUNTY, WYOMING

My Commission Expires:
PUBLIC 8-17-92

Helen M. Scott
Notary Public in and for the
State of Wyoming.

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 6th day of July, 1989 by J. Wayne Archer, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
3-9-91

KATHLEEN BOND NOTARY PUBLIC STATE OF TEXAS EXPIRES

Kathleen Bond
Notary Public in and for the
State of Texas

NOTARY PUBLIC
KATHLEEN BOND
Notary Public
STATE OF TEXAS
1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
ELLBOGEN ROYALTIES, a Partnership, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18

Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Section 5: Lots 5, 6, 13, 20, S/2 NE/4, NW/4 SE/4

Section 9: N/2

Section 10: NW/4

containing 1,660.69 acres more or less, and being Tract 28 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-9578)
LESSEE: John P. Ellbogen
DATE: 12-1-67
OVERRIDING ROYALTY INTEREST (decimal): .015

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

JUDITH D. COON, whose address is P. O. BOX 2003, CASPER, WYOMING, 82602, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 25, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: J Wayne Achee

Div. Ldm. OCR

Div. Ldr. GFS

J. WAYNE ACHEE, Production Manager
Prod. Dept., Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney in Fact

Date: _____

ASSIGNOR: Judith D Coon
JUDITH D. COON

Date: July 7, 1989

225733

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O&G PAGE 432
FEES $ 8.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted]

THE STATE OF WYOMING)

COUNTY OF Natrona)

This instrument was acknowledged before me on the 7th day of July, 1989 by JUDITH D. COON.

Cindy L King
Notary Public in and for the
State of Wyoming.

My Commission Expires:

CINDY L KING — Notary Public
County of Natrona — State of Wyoming
My Commission Expires July 3, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 6th day of July, 1989 by D. Wayne Archer, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Kathleen Bond
Notary Public in and for the
State of Texas

My Commission Expires:
3-9-91

KATHLEEN BOND
NOTARY PUBLIC
STATE OF TEXAS

KATHLEEN BOND
Notary Public
STATE OF TEXAS
My Comm Exp Mar 9, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JUDITH D. COON, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 33: Lots 1, 2, 3, 4 (S/2 S/2), NE/4, E/2 NW/4, SW/4 NW/4, N/2 S/2, containing 619.07 acres, more or less and being Tract 22 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320843)
LESSEE: C. B. Woodman, Jr.
DATE: 12-1-65
OVERRIDING ROYALTY INTEREST (decimal): .0075

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

C. SUE O'CONNELL, whose address is 801 FIRST INTERSTATE BANK BUILDING, P. O. BOX 371, CASPER, WYOMING, 82602, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 25, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: J Wayne Achee

Div. Lsr OCR

Div. Law GFS

J. WAYNE ACHEE, Production Manager
Prod. Dept., Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney In Fact

Date: _____

ASSIGNOR: C. Sue O'Connell
C. SUE O'CONNELL

225734

Date: 7/7/89

RECORDED Aug. 22 19 89 9:10 A M
IN BOOK 83 O&G PAGE 435
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley 435

THE STATE OF WYOMING)

COUNTY OF Natrona)

This instrument was acknowledged before me on the 7th day of July, 1989 by C. SUE O'CONNELL.

Cindy L King
Notary Public in and for the
State of Wyoming

My Commission Expires:

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 6th day of July, 1989 by J. Wayne Acker, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Kathleen Bond
Notary Public in and for the
State of Texas

My Commission Expires:
3-09-91

KATHLEEN BOND
Notary Public
STATE OF TEXAS
4, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
C. SUE O'CONNELL, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 33: Lots 1, 2, 3, 4 (S/2 S/2), NE/4, E/2 NW/4, SW/4 NW/4, N/2 S/2, containing 619.07 acres, more or less and being Tract 22 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320843)
LESSEE: C. B. Woodman, Jr.
DATE: 12-1-65
OVERRIDING ROYALTY INTEREST (decimal): .0075

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

MARVIN WOLF, whose address is BANK WESTERN TOWER, 1675 BROADWAY, SUITE 1600, DENVER, COLORADO, 80202-4616, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 5, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Land ✓
Div. Land GE

Date: 7/11/89

ASSIGNOR: MARVIN WOLF

Date: 7/12/1989

225735

RECORDED Aug. 22 1989 8:10 A.M.
IN BOOK 83 of G PAGE 438
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, [redacted]ALE, WYOMING

THE STATE OF COLORADO)

COUNTY OF Denver)

This instrument was acknowledged before me on the 12th day of July, 1989 by MARVIN WOLF.

My Commission Expires:
June 14, 1993

Notary Public in and for the
State of Colorado

Debra Werner
Notary Public, State of Colorado
Suite 1600, Bank Western Tower
1675 Broadway
Denver, Colorado 80202-4616

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
MARVIN WOLF, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-27-N, R-114-W, 6th P.M.

Section 5: Lots 7, 8, 9, 10, 11, 12, containing 165.36 acres more or less, and being Tract 7 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318990)
LESSEE: Orville Haeger
DATE: September 1, 1966
OVERRIDING ROYALTY INTEREST (decimal): .0066667

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

JOHN A. KOCHERGEN, whose address is P. O. BOX 11006, FRESNO, CALIFORNIA, 93771, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 30, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNOR: John A. Kochergen
JOHN A. KOCHERGEN

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Ltr. GES

225736

Date: 7/11/89

Date: 7/12/89

RECORDED Aug. 22 1989 8:10 AM
IN BOOK 83 O;G PAGE 441
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley
441

THE STATE OF CALIFORNIA)

COUNTY OF)

This instrument was acknowledged before me on the 12th day of July, 1989 by JOHN A. KOCHERGEN.

My Commission Expires:

OFFICIAL SEAL
DELLA G ORNDOFF
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
My comm. expires OCT 19, 1990

Della G. Orndoff
Notary Public in and for the
State of California

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

Sandra E. Matzke
Notary Public in and for the
State of Texas

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JOHN A. KOCHERGEN, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 9: S/2

Section 10: SW/4

containing 480 acres more or less, and
being Tract 33 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-38076)
LESSEE: John A. Kochergen and Bob G. Howell
DATE: February 1, 1973
OVERRIDING ROYALTY INTEREST (decimal): .02625

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

WOLD UNIVERSITY ENDOWMENT FUND, whose address is MINERAL RESOURCE CENTER, SUITE 200, 139 WEST SECOND STREET, CASPER, WYOMING, 82601, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 5, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: J. Wayne Achee
Div. Lum. OCH
Div. Law GFS
J. WAYNE ACHEE, Production Manager
Prod. Dept., Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney in Fact

Date: _____

ASSIGNOR: WOLD UNIVERSITY ENDOWMENT FUND

By: Peter I. Wold
Peter I. Wold, Partner

Date: 7-7-89

225737

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O;G PAGE 444
FEES $15.50 Mary L. Lankford COUNTY CLERK
SUBLETTE CO [redacted] PINEDALE, WYOMING

THE STATE OF WYOMING)

COUNTY OF Natrona)

This instrument was acknowledged before me on the 7th day of July, 1989 by PETER I. WOLD, a Partner of WOLD UNIVERSITY ENDOWMENT FUND.

My Commission Expires:
Nov. 1, 1992

Judith L. Highhill
Notary Public in and for the
State of Wyoming.

Judith L. Highhill Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 1, 1992

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

This instrument was acknowledged before me on the 6th day of July, 1989 by J. Wayne Achee Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
3-9-91

Kathleen Bond
Notary Public in and for the
State of Texas

KATHLEEN BOND
Notary Public
STATE OF TEXAS
My Comm Exp Mar 9 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
WOLD UNIVERSITY ENDOWMENT FUND, Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: S/2 SW/4, containing 80 acres more or less, and being Tract 1 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-05689)
LESSEE: Joseph R. Taucher
DATE: 6-1-51
OVERRIDING ROYALTY INTEREST (decimal): .00875

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 28: W/2 NW/4, SW/4, containing 240 acres more or less, and being Tract 3 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0317227)
LESSEE: R. J. Ackerman
DATE: 6-1-65
OVERRIDING ROYALTY INTEREST (decimal): .02

C. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: NW/4, N/2 SW/4, containing 240 acres more or less, and being Tract 4 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0317227-A)
LESSEE: R. J. Ackerman
DATE: 6-1-65
OVERRIDING ROYALTY INTEREST (decimal): .02

D. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 20: All (Lots 1-20)

Section 29: Lots 3-8 and 13-15

containing 1008.39 acres more or less, and being Tract 8 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320213)
LESSEE: George C. Reeves
DATE: 11-1-65
OVERRIDING ROYALTY INTEREST (decimal): .0025

E. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: SE/4

Section 34: N/2 N/2, SW/4 NW/4

containing 360 acres more or less, and being Tract 11 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-96756)
LESSEE: Joseph R. Taucher
DATE: 6-1-51
OVERRIDING ROYALTY INTEREST (decimal): .00875

F. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 32: Lots 16-20, containing 180.42 acres more or less, and being Tract 13 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-17208)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .015

G. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4, containing 160 acres more or less, and being Tract 15 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-20038)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .015

H. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: SW/4 NE/4, containing 40 acres more or less, and being Tract 16 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-20039)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .015

I. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 21: E/2, containing 320 acres more or less, and being Tract 29 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-11603)
LESSEE: J. E. Joujon-Roche
DATE: 4-1-68
OVERRIDING ROYALTY INTEREST (decimal): .0066667

J. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 9: S/2

Section 10: SW/4

containing 480 acres more or less, and being Tract 33 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-38076)
LESSEE: John A. Kochergen
DATE: 2-1-73
OVERRIDING ROYALTY INTEREST (decimal): .01

K. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 17: Lots 1-3, 5-20, containing 693.05 acres more or less, and being Tract 37 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-51103)
LESSEE: George C. Reeves
DATE: 11-1-65
OVERRIDING ROYALTY INTEREST (decimal): .0025

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 32: Lots 1-4, N/2 S/2, N/2, containing 662.95 acres more or less, and being Tract 10 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320841-A)
LESSEE: W. L. Kiggens and Helen Howell
DATE: 12-1-66
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 24: W/2

Section 25: All

containing 960 acres, more or less and being Tract 15 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0325131)
LESSEE: Phillip E. Flanagan
DATE: 6-1-66
OVERRIDING ROYALTY INTEREST (decimal): .01

C. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 36: Lots 3, 4, NE/4, N/2 SE/4, containing 321.29 acres more or less, and being Tract 17 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-1329)
LESSEE: W. R. Carter
DATE: 10-1-66
OVERRIDING ROYALTY INTEREST (decimal): .01

D. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 31: Lots 1-7, NE/4, E/2 NW/4, NE/4 SW/4, N/2 SE/4, containing 638.34 acres more or less, and being Tract 28 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-36057)
LESSEE: W. R. Carter
DATE: 10-1-66
OVERRIDING ROYALTY INTEREST (decimal): .01

E. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 4: Lot 6, SW/4, containing 192.92 acres more or less, and being Tract 31 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-45878)
LESSEE: Tom Panos
DATE: 10-1-74
OVERRIDING ROYALTY INTEREST (decimal): .05

F. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 26: All, containing 640 acres more or less, and being Tract 35 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-57546)
LESSEE: Patricia Halagan
DATE: 2-1-77
OVERRIDING ROYALTY INTEREST (decimal): .01

G. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 14: S/2, NE/4, E/2 NW/4, containing 560 acres more or less, and being Tract 37 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-80232)
LESSEE: Gus Carras
DATE: 4-1-79
OVERRIDING ROYALTY INTEREST (decimal): .035

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

R. K. O'CONNELL, whose address is 801 FIRST INTERSTATE BANK BUILDING, P. O. BOX 2003, CASPER, WYOMING, 82602, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 25, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: J Wayne Achee

Div. Co. DCR

Div. La. GES

J. WAYNE ACHEE, Production Manager
Prod. Dept., Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney in Fact

Date: _____

ASSIGNOR: R. K. O'Connell

Date: 7-7-89

225738

RECORDED Aug 22 1989 8:45 A M
IN BOOK 83 O & G PAGE 451
FEES $10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley
451

THE STATE OF WYOMING)

COUNTY OF Natrona)

This instrument was acknowledged before me on the 7th day of July, 1989 by R. K. O'CONNELL.

My Commission Expires:

CINDY L KING Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1990

Cindy L. King
Notary Public in and for the
State of Wyoming.

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 6th day of July, 1989 by J. Wayne Achee, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
3-9-91

Kathleen Bond
Notary Public in and for the
State of Texas

KATHLEEN BOND
Notary Public
STATE OF TEXAS
My Comm Exp Mar 9, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
R. K. O'CONNELL, Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18

Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Section 5: Lots 5, 6, 13, 20, S/2 NE/4, NW/4 SE/4

Section 9: N/2

Section 10: NW/4

containing 1,660.69 acres, more or less and being Tract 28 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-9578)
LESSEE: John P. Ellbogen
DATE: 12-1-67
OVERRIDING ROYALTY INTEREST (decimal): .025

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 26: All, containing 640 acres, more or less and being Tract 35 of the Lake Ridge Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-57546)
LESSEE: Patricia Halagan
DATE: 2-1-77
OVERRIDING ROYALTY INTEREST (decimal): .0025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

JAMES W. HAEFELE, whose address is 7000 RANGER DRIVE, CHEYENNE, WYOMING, 82009, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 1, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/11/89

ASSIGNOR: James W Haefele
James W. Haefele

225739

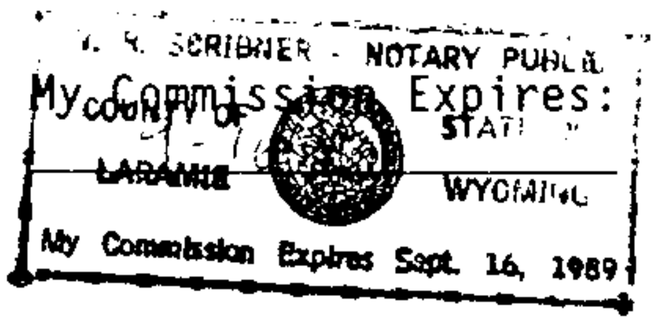
Date: JULY 12, 1989

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O:G PAGE 455
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley
455

THE STATE OF WYOMING)

COUNTY OF Laramie)

This instrument was acknowledged before me on the 12th day of July, 1989 by JAMES W. HAEFELE



Notary Public in and for the
State of Wyoming

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Notary Public in and for the
State of Texas

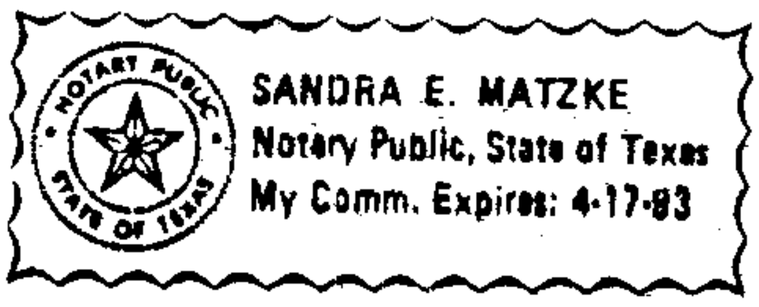


EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JAMES W. HAEFELE, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .00109375

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .001171875

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

ESTELLE C. HAEFELE, whose address is 7000 RANGER DRIVE, CHEYENNE, WYOMING, 82331, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 6, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: _____
Div. Ldm.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/11/89

ASSIGNOR: Estelle C. Haefele
Estelle C. Haefele

Date: 7-12-89

225740

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O;G PAGE 458
FEES $ 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY [redacted] DALE, WYOMING

THE STATE OF WYOMING)

COUNTY OF Laramie)

This instrument was acknowledged before me on the 12th day of July, 1989 by ESTELLE C. HAEFELE

My Commission Expires:

M. R. SCRIBNER - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
My Commission Expires Sept. 16, 1989

Notary Public in and for the
State of Wyoming.

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke

Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
ESTELLE C. HAEFELE, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .00109375

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .005

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .001171875

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } KNOW ALL MEN BY THESE PRESENT, THAT:

ERIC A. WHITE, whose address is 24006 CURRANT DRIVE, GOLDEN, COLORADO, 80401, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 3, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNOR: E. A. White
ERIC A. WHITE

Date: 7/11/89

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

GFS

Date: 7/13/89

225741

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O i G PAGE 461
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

THE STATE OF COLORADO)

COUNTY OF Jefferson

This instrument was acknowledged before me on the 13th day of July, 1989 by ERIC A. WHITE.

My Commission Expires:
March 24, 1989

Notary Public in and for the
State of Colorado

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
ERIC A. WHITE, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 28: E/2 NW/4

Section 32: Lots 11, 12, 13, 14, 15

containing 259.37 acres, more or less
and being Tract 5 of the Fogarty Creek
Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0317228)
LESSEE: Catherine R. White
DATE: June 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .03

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

C. A. ARMSTRONG, INDIVIDUALLY, AND M. J. ARMSTRONG TRUST, PATRICK FADDEN, TRUSTEE whose address is P. O. BOX 1999, DICKINSON, NORTH DAKOTA, 58601, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Land
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact
Div. Law GES

Date: 7/11/89

ASSIGNOR: M. J. ARMSTRONG TRUST

By: Patrick Fadden Trustee
Patrick Fadden, Trustee

C. A. ARMSTRONG

Date: 7/13/89

225742

RECORDED Aug. 22 1989 8:10 AM
IN BOOK 83 O; G PAGE 464
FEES $8.00 Mary L. Lankford COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, [redacted] ING

[redacted]

THE STATE OF NORTH DAKOTA)

COUNTY OF Burleigh)

This instrument was acknowledged before me on the 13th day of July, 1989 by PATRICK FADDEN, as Trustee of the M. J. ARMSTRONG TRUST.

Rhonda Wolfe
Notary Public in and for the
State of North Dakota
Rhonda Wolfe

My Commission Expires:
06-23-95

THE STATE OF NORTH DAKOTA)

COUNTY OF Burleigh)

This instrument was acknowledged before me on the 13th day of July, 1989 by C. A. ARMSTRONG.

Rhonda Wolfe
Notary Public in and for the
State of North Dakota
Rhonda Wolfe

My Commission Expires:
06-23-95

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
C. A. ARMSTRONG, INDIVIDUALLY AND THE
M. J. ARMSTRONG TRUST, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 26: All, containing 640 acres more or less, and being Tract 35 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-57546)
LESSEE: Patricia Halagan
DATE: February 1, 1977
OVERRIDING ROYALTY INTEREST (decimal): .0025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

KENNETH F. CUMMINGS, INDIVIDUALLY AND KENNETH F. CUMMINGS & CO., whose address is 1860 LINCOLN ST., SUITE 288, DENVER, COLORADO, 80295, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to all of Assignor's interest in the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 6, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A K Barber, Jr
A. H. Barber, Jr.
Division Acquisitions Manager,
Production Department, Exxon
Company, U.S.A. (A div. of
Exxon Corporation) Agent
and Attorney in Fact

Date: 7/11/89

ASSIGNOR:

KENNETH F. CUMMINGS,
INDIVIDUALLY AND AS
GENERAL PARTNER OF
KENNETH F. CUMMINGS
& CO.

Date: 7/13/89

225743

RECORDED Aug 22 1989 8:10 A M
IN BOOK 93 O&G PAGE 467
FEES $6.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

THE STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me on the 13TH day of JULY, 1989 by KENNETH F. CUMMINGS, Individually and as General Partner of KENNETH F. CUMMINGS & CO.

PATRESE J. TAULL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
~~My Commission expires~~
~~August 1, 1992~~

Patrese J. Taull
Notary Public in and for the
State of Colorado 1775 SHERMAN ST., SUITE 1400
DENVER, COLORADO 80203

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Sandra E. Matzke
Notary Public in and for the
State of Texas

NOTARY PUBLIC STATE OF TEXAS
SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
KENNETH F. CUMMINGS, INDIVIDUALLY AND AS GENERAL PARTNER
OF KENNETH F. CUMMINGS & CO., Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 8: NE/4, N/2 SE/4

Section 9: W/2 NE/4, W/2

containing 640 acres more or less, and
being Tract 21 of the Lake Ridge Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-2701)
LESSEE: William N. Shockley
DATE: January 1, 1967
OVERRIDING ROYALTY INTEREST (decimal): .0075 ✓

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-27-N, R-114-W, 6th P.M.

Section 5: Lots 7, 8, 9, 10, 11, 12,
containing 165.36 acres more
or less, and being Tract 7 of
the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318990)
LESSEE: Orville Hager
DATE: September 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .006667 ✓

B. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 33: Lots 1, 2, 3, 4, NE/4, E/2 NW/4, SW/4 NW/4, N/2 S/2, containing 619.07 acres more or less, and being Tract 22 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320843)
LESSEE: C. B. Woodman, Jr.
DATE: December 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

C. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 20: Lots 1-20 (All)

Section 29: Lots 3-8, 13, 14, 15

containing 1008.39 acres more or less, and being Tract 8 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320213)
LESSEE: George C. Reeves
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01375

D. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 17: Lots 1, 2, 3, 5-20, containing 693.05 acres more or less, and being Tract 37 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-51103)
LESSEE: George C. Reeves
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01375

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

JUDY K. ANDRIKOPOULOS, whose address is P. O. BOX 670, SARATOGA, WYOMING, 82331, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 5, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/11/89

ASSIGNOR: Judy K. Andrikopoulos
Judy K. Andrikopoulos

Date: 7/11/89

225744

RECORDED Aug 22 19 89 8:16 A M
IN BOOK 83 Of G PAGE 471
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

471

THE STATE OF WYOMING)
COUNTY OF Carbon)

This instrument was acknowledged before me on the 14th day of July 1989 by JUDY K. ANDRIKOPOULOS.

Judy Kawley
Notary Public in and for the
State of Wyoming.

My Commission Expires:
April 21, 1991



THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra L. Mattox
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JUDY K. ANDRIKOPOULOS, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .000546875

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .000390625

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .00058594

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

JOHN G. ANDRIKOPOULOS, whose address is P. O. BOX 670, SARATOGA, WYOMING, 82331, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 5, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Lan.
Div. Law GES
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/11/89

ASSIGNOR: John G. Andrikopoulos

Date: 7/14/89

225745

RECORDED Aug. 22 19 89 8:10 A M
IN BOOK 83 O & G PAGE 474
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] mon Riley [redacted]

[redacted] [redacted] [redacted]

THE STATE OF WYOMING)
COUNTY OF Carbon)

This instrument was acknowledged before me on the 14th day of July 1989 by JOHN G. ANDRIKOPOULOS.

Judy Sawley
Notary Public in and for the
State of Wyoming.

My Commission Expires:
April 24, 1991

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JOHN G. ANDRIKOPOULOS, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .000546875

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .000390625

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .00058594

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

MARGARET A. HARRISON, whose address is P. O. BOX 8152, FRESNO, CALIFORNIA, 93747, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 5, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. --
Div. Law GFS

Date: 7/12/89

ASSIGNOR: Margaret A. Harrison
MARGARET A. HARRISON

Date: July 14, 1989

225746

RECORDED Aug. 22 19 89 8:16 A M
IN BOOK 83 O & G PAGE 477
FEES $ 8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
477 By: Mary Lou Riley

THE STATE OF CALIFORNIA)
COUNTY OF FRESNO)

This instrument was acknowledged before me on the 14 day of July, 1989 by MARGARET A. HARRISON.

My Commission Expires:

Notary Public in and for the
State of California

OFFICIAL SEAL
DAVID E. SIMONIAN
NOTARY PUBLIC-CALIFORNIA
NOTARY BOND FILED IN
FRESNO COUNTY
My Commission Expires Aug. 11, 1989

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 12th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
MARGARET A. HARRISON, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 9: S/2

Section 10: SW/4

containing 480 acres more or less, and
being Tract 33 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-38076)
LESSEE: John A. Kochergen and Bob G. Howell
DATE: February 1, 1973
OVERRIDING ROYALTY INTEREST (decimal): .0125

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

MARK D. WOLF, whose address is 5353 W. ALABAMA, SUITE 303, HOUSTON, TEXAS, 77056-5922, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Law
A. H. Barber, Jr. / Division Acquisitions Manager, Production Department, Exxon
Div. Law GFS
Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/11/89

ASSIGNOR: Mark D. Wolf
MARK D. WOLF

Date: 7/13/89

225747

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O&G PAGE 480
FEES $10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

[redacted] [redacted] [redacted]

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on the 13th day of July, 1989 by MARK D. WOLF

Susan V. Porter
Notary Public in and for the
State of Texas

My Commission Expires:

SUSAN V. PORTER
Notary Public
State of Texas
My Comm. Exp. Sept. 8, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
MARK D. WOLF, Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 35: Lots 3, 4, NE/4, N/2 SE/4, containing 325.19 acres more or less, and being Tract 7 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318403)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 34: Lots 1, 2, 3, 4, N/2, N/2 S/2, containing 644.16 acres more or less, and being Tract 8 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320387)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

C. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 35: Lots 1, 2, NW/4, N/2 SW/4, containing 325.25 acres more or less, and being Tract 9 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320387-A)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 1: Lots 5, 6, 7, 8 (N/2), S/2

Section 12: E/2

Section 13: E/2, SW/4

containing 1,252.80 acres more or less, and being Tract 24 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0322083)
LESSEE: Etta Mandel
DATE: February 1, 1966
OVERRIDING ROYALTY INTEREST (decimal): .01 ✓

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 16: All, containing 640 acres more or less, and being Tract 41 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: State of Wyoming (66-5165)
LESSEE: Etta Mandel
DATE: March 11, 1966
OVERRIDING ROYALTY INTEREST (decimal): .0116667 ✓

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

ROBERT W. SCOTT, whose address is 1275 LUPINE WAY GENESEE, GOLDEN, COLORADO, 80401, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Ldm.
A. H. Barber, Jr.
Division Acquisitions Manager,
Production Department, Exxon
Company, U.S.A. (A div. of
Exxon Corporation) Agent
and Attorney in Fact

Date: 7/11/89

ASSIGNOR: Robert W. Scott
ROBERT W. SCOTT

Date: July 14 1989

225748

RECORDED Aug. 22 19 89 8:10 A M
IN BOOK 83 O & G PAGE 484
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

[redacted] [redacted] [redacted]

THE STATE OF COLORADO)

COUNTY OF)

This instrument was acknowledged before me on the 14th day of July, 1989 by ROBERT W. SCOTT.

Notary Public in and for the
State of Colorado

My Commission Expires:
5665 Ya STREET, STE. 1000
DENVER, COLORADO 80202-3916
MY COMMISSION EXPIRES:
SEPTEMBER 4, 1989

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
ROBERT W. SCOTT, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18

Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Section 5: Lots 5, 6, 13, 20, S/2 NE/4, NW/4 SE/4

Section 9: N/2

Section 10: NW/4

containing 1,660.69 acres more or less,
and being Tract 28 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-9578)
LESSEE: Joan Chorney
DATE: December 3, 1974
RECORDED: BOOK 52 PAGE 31 of the Oil & Gas Lease Records of Sublette County, Wyoming
OVERRIDING ROYALTY INTEREST (decimal): .005 of 8/8th

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

L. STANLEY, whose address is 5070 NASSAU CIRCLE, ENGLEWOOD, COLORADO, 80110, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 1, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr.
Division Acquisitions Manager,
Production Department, Exxon
Company, U.S.A. (A div. of
Exxon Corporation) Agent
and Attorney in Fact

Div. Law. [illegible]
Div. Law. GFS

Date: 7/11/99

225749

ASSIGNOR: L. Stanley
L. STANLEY

Date: 7/13/89

RECORDED Aug 22 19 89 8:10 A M
IN BOOK 83 Oil G PAGE 487
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley
487

[redacted]

THE STATE OF COLORADO)

COUNTY OF)

This instrument was acknowledged before me on the 13th day of July, 1989 by L. STANLEY.

My Commission Expires:
~~1555 17th STREET, STE 1000~~
~~DENVER~~, COLORADO 80202-3910
MY COMMISSION EXPIRES:
SEPTEMBER 4, 1989

Notary Public in and for the
State of Colorado

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
L. STANLEY, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18

Section 4: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Section 5: Lots 5, 6, 13, 20, S/2 NE/4, NW/4 SE/4

Section 9: N/2

Section 10: NW/4

containing 1,660.69 acres, more or less and being Tract 28 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-9578)
LESSEE: Joan Chorney
DATE: December 3, 1974
RECORDED: BOOK 52 PAGE 31 of the Oil & Gas Lease Records of Sublette County, Wyoming
OVERRIDING ROYALTY INTEREST (decimal): .005 of 8/8ths ✓

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

STUART M. MCKINLEY AND BARBARA C. MCKINLEY, whose address is P. O. BOX 88, DANIEL, WYOMING, 83115, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 28, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Ldm. —
Div. Law LFS

Date: 7/13/89

ASSIGNOR: Stuart M. McKinley
STUART M. MCKINLEY

Barbara C. McKinley
BARBARA C. MCKINLEY

Date: 7-16-89

225750

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O & G PAGE 490
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By: mary Lee

THE STATE OF WYOMING)
COUNTY OF Sublette)

This instrument was acknowledged before me on the 16th day of July, 1989 by STUART M. MCKINLEY.

Sharron Pearson
Notary Public in and for the
State of Wyoming

My Commission Expires:
2/1/90

Sharron Pearson - NOTARY PUBLIC
County of Sublette State of Wyoming
MY COMMISSION EXPIRES FEB. 1, 1990

THE STATE OF WYOMING)
COUNTY OF Sublette)

This instrument was acknowledged before me on the 16th day of July, 1989 by BARBARA C. MCKINLEY.

Sharron Pearson
Notary Public in and for the
State of Wyoming

My Commission Expires:
2/1/90

Sharron Pearson - NOTARY PUBLIC
County of Sublette State of Wyoming
MY COMMISSION EXPIRES FEB. 1, 1990

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 13th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
STUART M. MCKINLEY AND BARBARA C. MCKINLEY, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: 4/1/76
OVERRIDING ROYALTY INTEREST (decimal): .021

B. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: 4/1/76
OVERRIDING ROYALTY INTEREST (decimal): .00525

C. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 14: NE/4, E/2 NW/4, S/2, containing 560 acres more or less, and being Tract 37 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-80232)
LESSEE: Gus Carras
DATE: 4/1/79
OVERRIDING ROYALTY INTEREST (decimal): .025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

DIANE R. WOLF, whose address is 5353 W. ALABAMA, SUITE 303, HOUSTON, TEXAS, 77056-5922, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNOR:
DIANE R. WOLF

ASSIGNEE: EXXON CORPORATION

By:
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Ldm.
Div. Law

Date: 7/11/89

225751

Date: 7/17/89

RECORDED Aug 22 19 89 8:10 A M
IN BOOK 83 O;G PAGE 493
FEES $10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

493

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on the 17th day of JULY, 1989 by DIANE R. WOLF

Susan V. Porter
Notary Public in and for the
State of Texas

My Commission Expires:

SUSAN V. PORTER
Notary Public
State of Texas
My Comm. Exp. Sept. 8, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
DIANE R. WOLF, Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 35: Lots 3, 4, NE/4, N/2 SE/4, containing 325.19 acres more or less, and being Tract 7 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318403)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 34: Lots 1, 2, 3, 4, N/2, N/2 S/2, containing 644.16 acres more or less, and being Tract 8 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320387)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

C. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 35: Lots 1, 2, NW/4, N/2 SW/4, containing 325.25 acres more or less, and being Tract 9 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320387-A)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 1: Lots 5, 6, 7, 8 (N/2), S/2

Section 12: E/2

Section 13: E/2, SW/4

containing 1,252.80 acres more or less, and being Tract 24 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0322083)
LESSEE: Etta Mandel
DATE: February 1, 1966
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 16: All, containing 640 acres more or less, and being Tract 41 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: State of Wyoming (66-5165)
LESSEE: Etta Mandel
DATE: March 11, 1966
OVERRIDING ROYALTY INTEREST (decimal): .0116667

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

MATHEW D. WOLF, whose address is 5353 W. ALABAMA, SUITE 303, HOUSTON, TEXAS, 77056-5922, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Ltr. EFS

Date: 7-11-89

ASSIGNOR: Mathew D. Wolf

MATHEW D. WOLF

Date: 7/17/89

225752

RECORDED Aug 22 1989 8:16 A M
IN BOOK 83 O&G PAGE 497
FEES $10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: [illegible]

497

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on the 17th day of JULY, 1989 by MATHEW D. WOLF.

My Commission Expires:

Susan V. Porter
Notary Public in and for the
State of Texas

SUSAN V. PORTER
Notary Public
State of Texas
My Comm. Exp. Sept 8, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Sandra E. Matzke
Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Pualic, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
MATHEW D. WOLF, Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 35: Lots 3, 4, NE/4, N/2 SE/4, containing 325.19 acres more or less, and being Tract 7 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318403)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 34: Lots 1, 2, 3, 4, N/2, N/2 S/2, containing 644.16 acres more or less, and being Tract 8 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320387)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

C. LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 35: Lots 1, 2, NW/4, N/2 SW/4, containing 325.25 acres more or less, and being Tract 9 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320387-A)
LESSEE: Etta Mandel
DATE: November 1, 1965
OVERRIDING ROYALTY INTEREST (decimal): .01

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 1: Lots 5, 6, 7, 8 (N/2), S/2

Section 12: E/2

Section 13: E/2, SW/4

containing 1,252.80 acres more or less, and being Tract 24 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0322083)
LESSEE: Etta Mandel
DATE: February 1, 1966
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 16: All, containing 640 acres more or less, and being Tract 41 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: State of Wyoming (66-5165)
LESSEE: Etta Mandel
DATE: March 11, 1966
RECORDED: BOOK _____ PAGE _____ of the Oil & Gas Lease Records of Sublette County, Wyoming
OVERRIDING ROYALTY INTEREST (decimal): .0116667

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

JOYCE WOLF, whose address is 5353 W. ALABAMA, SUITE 303, HOUSTON, TEXAS, 77056-5922, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: _____
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/11/89

ASSIGNOR: _____
JOYCE WOLF

Date: 7/17/89

225753

RECORDED Aug. 22 19 89 8:10 AM
IN BOOK 83 O&G PAGE 501
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on the 17th day of JULY, 1989 by JOYCE WOLF.

Susan V. Porter
Notary Public in and for the
State of Texas

My Commission Expires:

SUSAN V. PORTER
Notary Public
State of Texas
My Comm. Exp. Sept. 8, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JOYCE WOLF, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-27-N, R-114-W, 6th P.M.

Section 5: Lots 7, 8, 9, 10, 11, 12, containing 165.36 acres more or less, and being Tract 7 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318990)
LESSEE: Orville Haeger
DATE: September 1, 1966
OVERRIDING ROYALTY INTEREST (decimal): .005

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

THOMAS HALAGAN, whose address is P. O. BOX 4431, FRESNO, CALIFORNIA, 93744, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 1, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Law
Div. Law GFS

Date: 7/13/89

ASSIGNOR: Thomas Halagan
THOMAS HALAGAN

225754

Date: 7-17-89

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O&G PAGE 504
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

[redacted] [redacted] [redacted]

THE STATE OF CALIFORNIA)

COUNTY OF FRESNO)

This instrument was acknowledged before me on the 17th day of July, 1989 by THOMAS HALAGAN.

Doris A Machado

Notary Public in and for the
State of California

My Commission Expires:
April 25, 1993

OFFICIAL SEAL
DORIS A. MACHADO
NOTARY PUBLIC-CALIFORNIA
NOTARY BOND FILED IN
FRESNO COUNTY
My Commission Exp. Apr. 25, 1993

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 13th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Jane V. Moreau

Notary Public in and for the
State of Texas

My Commission Expires:
1-16-91

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

505

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
THOMAS HALAGAN, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 5: Lots 7, 8, 12

Section 21: N/2 NW/4, SE/4 NW/4, NE/4 SW/4

containing 266.65 acres more or less, and being Tract 34 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-42791)
LESSEE: Thomas Halagan
DATE: January 1, 1974
OVERRIDING ROYALTY INTEREST (decimal): .025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ENH 07/10/89 LABARGE OVERRIDING ROYALTY INTEREST OWNERS - SELLER'S INFORMATION

SELLER'S NAME	ACPT DATE	DUE DATE	PAY DATE	FCU ORRI	FCU ROY ACRES	LRU ORRI	LRU ROY ACRES	FCU BONUS	LRU BONUS	PRIOR ADJS	FCU BONUS INTEREST	LRU BONUS INTEREST	TOTAL PMT
26 HALAGAN, THOMAS	26-Jun-89	21-Jul-89		0.042030%	53.330	0.000000%	0.000	$239,985.00	$0.00	$19,483.60	$0.00	$0.00	$259,468.60

ACCEPTED BY: Thomas Halagan
THOMAS HALAGAN

507

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

JOHN G. ANDRIKOPOULOS AND WILLIAM B. COLLISTER, AS JOINT TENANTS, whose address is P. O. BOX 542, CHEYENNE, WYOMING, 82003, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 5, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Law GES

Date: 7/11/89

ASSIGNOR:

John G. Andrikopoulos

William B. Collister

Date: July 17, 1989

225755

RECORDED Aug. 22 1989 8:16 A M
IN BOOK 83 O&G PAGE 508
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDA [redacted] 'OMING

THE STATE OF WYOMING)

COUNTY OF)

This instrument was acknowledged before me on the 17 day of July, 1989 by JOHN G. ANDRIKOPOULOS.

Notary Public in and for the
State of Wyoming.

My Commission Expires:
[illegible]

THE STATE OF ~~WYOMING~~ Colorado)

COUNTY OF Denver) City &

This instrument was acknowledged before me on the 14 day of July, 1989 by WILLIAM B. COLLISTER.

NOTARY PUBLIC
KATHRYN A. DIETRICH
STATE OF COLORADO

Notary Public in and for the
State of ~~Wyoming.~~ Colorado
410-17th St #1340
Denver, CO 80202

My Commission Expires
8-15-91

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JOHN G. ANDRIKOPOULOS AND WILLIAM B. COLLISTER AS JOINT TENANTS,
Assignors, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .01

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .01

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .01

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

A. G. ANDRIKOPOULOS, whose address is P. O. BOX 788, CHEYENNE, WYOMING, 82001, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 6, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNOR: A. G. Andrikopoulos

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

GFS

Date: 7/11/89

225756

Date: 7/18/89

RECORDED Aug 22 19 89 8:16 A M
IN BOOK 83 O & G PAGE 511
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

511

THE STATE OF WYOMING)

COUNTY OF Laramie)

This instrument was acknowledged before me on the 18th day of July, 1989 by A. G. ANDRIKOPOULOS.

W. R. SCRIBNER - NOTARY PUBLIC
County of LARAMIE STATE OF WYOMING
My Commission Expires Sept. 16, 1989

My Commission Expires: 9-16-89

Notary Public in and for the
State of Wyoming.

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
A. G. ANDRIKOPOULOS, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .02953125 ✓

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .02421875 ✓

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .02929687 ✓

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

DOROTHY J. SCRIBNER, whose address is 200 CASCADE AVENUE, CHEYENNE, WYOMING, 82009, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 6, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

D.V. Law GFS

Date: 7/11/89

225757

ASSIGNOR: Dorothy J. Scribner
Dorothy J. Scribner

Date: 7-17-89

RECORDED Aug. 22 1989 8:10 A M.
IN BOOK 83 O&G PAGE 514
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

THE STATE OF WYOMING)

COUNTY OF Laramie)

This instrument was acknowledged before me on the 17th day of July, 1989 by DOROTHY J. SCRIBNER.

ESTELLE C. HAEFELE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
My Commission Expires July 15, 1991

My Commission Expires: 7/15/91

Estelle C Haefele
Notary Public in and for the
State of Wyoming

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 11th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
DOROTHY J. SCRIBNER, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 30: E/2, containing 320 acres more or less, and being Tract 32 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-53107)
LESSEE: C. L. Scribner
DATE: January 1, 1976
RECORDED: BOOK ____ PAGE ____ of the Oil & Gas Lease Records of Sublette County, Wyoming
OVERRIDING ROYALTY INTEREST (decimal): .005

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 19: E/2, containing 320 acres more or less, and being Tract 33 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54161)
LESSEE: Estelle C. Haefele
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .005

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres more or less, and being Tract 34 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: April 1, 1976
OVERRIDING ROYALTY INTEREST (decimal): .00234375

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

A. W. Fleming and Sarah F. Fleming Charitable Remainder Trust, whose address is P.O. Box 1029 Glenwood Springs, Colorado 81602, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P.O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the following but not otherwise: Assignor; A. W. Fleming; A. W. Fleming & Co., a Partnership; Sarah F. Fleming; and Sarah F. Fleming & Co., a Partnership.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested. Assignor represents, to the best of Assignor's knowledge, that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

225758

RECORDED Aug. 22 19 89 8:10 A M
IN BOOK 83 O\G PAGE 517
FEES $12.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

wp:C-3501

This Assignment is made pursuant and subject to the terms of the certain unrecorded letter agreement between Assignor and Assignee dated July 3, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of July 1, 1989 at 12:02 a.m. local time where the Subject Property is located.

ASSIGNOR:

A. W. FLEMING AND SARAH F. FLEMING CHARITABLE REMAINDER TRUST

By: Lori A. Fleming
Lori A. Fleming, Trustee

Date: July 3, 1989

STATE OF Colorado)
) ss.
COUNTY OF Denver)

This instrument was acknowledged before me on the 3rd day of July, 1989, by Lori A. Fleming, Trustee of the A. W. Fleming and Sarah F. Fleming Charitable Remainder Trust.

Witness my hand and official seal.

My commission expires: 12-16-89.

Janet M. Frederick
Notary Public in and for the
State of Colorado
1120 Lincoln St. #1100
Denver, Co. 80203

JANET M. FREDERICK NOTARY PUBLIC STATE OF COLORADO

ASSIGNEE:

EXXON CORPORATION

By: _____
A. H. Barber, Jr.,
Division Acquisitions Manager
Production Department
Exxon Company, U.S.A.
(A division of Exxon
Corporation)
Agent and Attorney in Fact

Date: 7/19/89

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 19th day of July, 1989, by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 4-17-93.

_____
Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

519

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
A. W. and SARAH F. FLEMING CHARITABLE REMAINDER TRUST, Assignor, and
EXXON CORPORATION, Assignee

I. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 33: Lots 1, 2, 3, 4, NE/4, E/2 NW/4, SW/4 NW/4, N/2 S/2

containing 619.07 acres more or less, and being Tract 22 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320843)
LESSEE: C. B. Woodman, Jr.
DATE: 12-1-65
OVERRIDING ROYALTY INTEREST (decimal): .01

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 20: All

Section 29: Lot 3, 4, 5, 6, 7, 8, 13, 14, and 15

containing 1008.39 acres more or less, and being Tract 8 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0320213)
LESSEE: George C. Reeves
DATE: 11-1-65
OVERRIDING ROYALTY INTEREST (decimal): .01375

C. LANDS COVERED: T-27-N, R-114-W, 6th P.M.

Section 5: Lots 7, 8, 9, 10, 11 and 12

containing 165.36 acres more or less, and being Tract 7 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0318990)
LESSEE: Orville Hager
DATE: 9-1-65
OVERRIDING ROYALTY INTEREST (decimal): .006667

[redacted] [redacted] [redacted]

D. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 17: Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12,13, 14, 15, 16, 17, 18, 19 and 20

containing 693.05 acres more or less, and being Tract 37 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-51103)
LESSEE: George C. Reeves
DATE: 11-1-65
OVERRIDING ROYALTY INTEREST (decimal): .01375

II. The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 8: NE/4, N/2 SE/4

Section 9: N/2 NE/4, W/2

containing 640 acres more or less, and being Tract 21 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-2701)
LESSEE: William N. Shockley
DATE: 1-1-67
OVERRIDING ROYALTY INTEREST (decimal): .0075

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

82007 MAURICE W. BROWN, whose address is ~~P. O. BOX 2961, CASPER~~, WYOMING, ~~82602~~, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

614 South Greeley Highway, Cheyenne, WY 82007

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 26, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Ldm.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact
Div. Law GFS

Date: 7/13/89

ASSIGNOR: Maurice W. Brown
MAURICE W. BROWN

Date: 7-19-89

225759

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O&G PAGE 522
FEES $2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ritz

THE STATE OF WYOMING }

COUNTY OF }

This instrument was acknowledged before me on the 19 day of JULY, 1989 by MAURICE W. BROWN.

My Commission Expires:
8/13/92

R. D. Stroh
Notary Public in and for the
State of Wyoming

R.D. STROH - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires August 13, 1992

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

This instrument was acknowledged before me on the 13th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

NOTARY PUBLIC STATE OF TEXAS
JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
MAURICE W. BROWN, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 36: Lots 1, 2, 3, 4, containing 165.60 acres, more or less and being Tract 18 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-34477)
LESSEE: Russell W. Brown
DATE: 12/1/73
OVERRIDING ROYALTY INTEREST (decimal): .04

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

C. E. STRANGE, TRUSTEE OF THE CHARLES E. STRANGE TRUST, whose address is P. O. Box 6438, Incline Village, Nevada 89450, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Ldm. [illegible]
Div. Law LFS

Date: 7/13/89

ASSIGNOR: CHARLES E. STRANGE TRUST

By: C E Strange
C. E. Strange, Trustee

Date: July 18, 1989

225760

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O & G PAGE 525
FEES $ 3.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley 525

THE STATE OF NEVADA)

COUNTY OF)

This instrument was acknowledged before me on the 18 day of July, 1989 by C. E. STRANGE, Trustee of the Charles E. Strange Trust.

My Commission Expires:
10-28-90

Notary Public in and for the
State of Nevada

C. PATINO
NOTARY PUBLIC - NEVADA
CARSON CITY
My Appt. Expires Oct. 28, 1990

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 13th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:

Notary Public in and for the
State of Texas

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
C. E. STRANGE, TRUSTEE OF THE CHARLES E. STRANGE TRUST, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 15: W/2

Section 22: SW/4

containing 480 acres more or less,
and being Tract 26 of the Fogarty
Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-2120)
LESSEE: Philadelphia Oil Company of California
DATE: November 1, 1966
OVERRIDING ROYALTY INTEREST (decimal): .035

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 21: E/2

containing 320 acres more or less,
and being Tract 29 of the Fogarty
Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-11603)
LESSEE: J. E. Joujon-Roche
DATE: April 1, 1968
OVERRIDING ROYALTY INTEREST (decimal): .02

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

BURT G. LOWE, whose address is P. O. BOX 1063, BOISE, IDAHO, 83701, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 4, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Ldm.
Div. Law GFS
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/13/89

ASSIGNOR:
BURT G. LOWE

Date: 7-18-89

225761

RECORDED Aug. 22 19 89 8:10 A M
IN BOOK 83 Of G PAGE 528
FEES $ 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ley

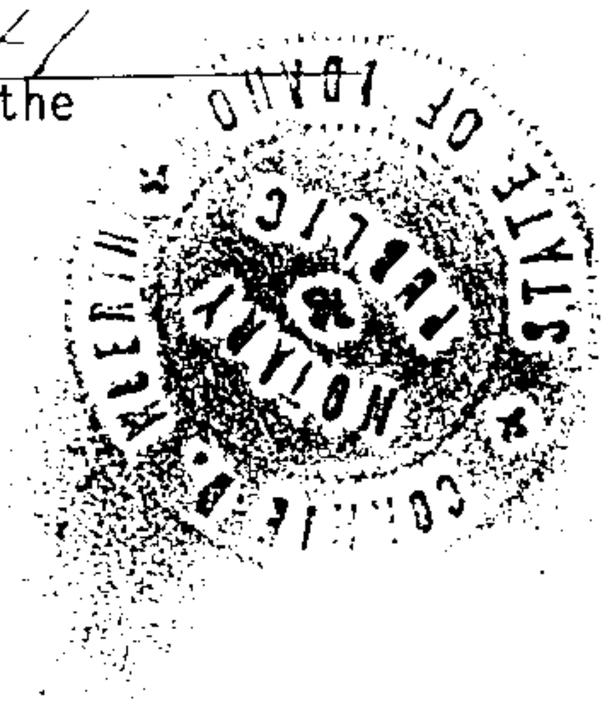
THE STATE OF IDAHO }

COUNTY OF Ada }

This instrument was acknowledged before me on the 18th day of July, 1989 by BURT G. LOWE.

My Commission Expires:
5-2-91

Notary Public in and for the
State of Idaho



THE STATE OF TEXAS }

COUNTY OF MIDLAND }

This instrument was acknowledged before me on the 13th day of July 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas



JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
BURT G. LOWE, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 9: E/2 E/2

Section 10: SW/4

containing 320 acres, more or less and being Tract 4 of the Lake Ridge Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0266346-A)
LESSEE: Shirley J. Andrews
DATE: 12/1/63
OVERRIDING ROYALTY INTEREST (decimal): .0025

B. LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 2: Lots 5, 6, 7, 8, S/2

Section 3: Lots 5, 6, 7, 8, S/2

Section 10: N/2

Section 11: N/2

containing 1,543.81 acres more or less, and being Tract 5 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0289523)
LESSEE: J. R. Andrews
DATE: 2/1/64
OVERRIDING ROYALTY INTEREST (decimal): .0025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

C. DENNIS IRWIN, JR. whose address is 220 CIMMARON WAY, BOULDER, COLORADO, 80303, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 1, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 7/13/89

ASSIGNOR: C. Dennis Irwin, Jr.
C. DENNIS IRWIN, JR.

Date: 7/19/89

225762

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O&G PAGE 531
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

THE STATE OF COLORADO)

COUNTY OF DENVER)

This instrument was acknowledged before me on the 19 day of July, 1989 by C. DENNIS IRWIN, JR.

JUDITH MYERS CASE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
8/7/90

Judith Myers Case
Notary Public in and for the
State of Colorado
1600 Broadway, #2080
Denver, CO 80202

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 13th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

NOTARY PUBLIC STATE OF TEXAS

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
C. DENNIS IRWIN, JR., Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 21: SW/4 NW/4, containing
40 acres more or less, and being
Tract 36 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-44806)
LESSEE: C & K Petroleum, Inc.
DATE: 5/1/74
OVERRIDING ROYALTY INTEREST (decimal): .0075

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

ROSALIE FLANAGAN, TRUSTEE OF THE PHILLIP EDWARD FLANAGAN TRUST, whose address is 204 WEST SUNSET, RIVERTON, WYOMING, 82501, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated May 31, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber Jr.
Div. Lam. [illegible]
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact
Div. Law GFS

Date: 7/21/89

ASSIGNOR: PHILLIPS EDWARD FLANAGAN TRUST

By: Rosalie Flanagan
Rosalie Flanagan, Trustee

Date: July 20, 1989

225763

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O&G PAGE 534
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

THE STATE OF WYOMING)

COUNTY OF Fremont)

This instrument was acknowledged before me on the 20 day of July, 1989 by ROSALIE FLANAGAN, as Trustee of the Phillip Edward Flanagan Trust.

Phyllis L. Baker
County of Fremont
My Commission Expires Aug. 14, 1990
Notary Public
State of Wyoming

Phyllis L Baker
Notary Public in and for the
State of Wyoming

My Commission Expires
8-14-93

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 21st day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Sandra E. Matzke
Notary Public in and for the
State of Texas

My Commission Expires:
4-17-93

SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
ROSALIE FLANAGAN, TRUSTEE OF THE PHILLIP EDWARD FLANAGAN TRUST, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-115-W, 6th P.M.

Section 24: W/2

Section 25: All

containing 960 acres more or less, and
being Tract 15 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0325131)
LESSEE: Phillip E. Flanagan
DATE: 6/1/66
OVERRIDING ROYALTY INTEREST (decimal): .02

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

JACK R. ANDREWS and SHIRLEY J. ANDREWS AS TRUSTEES UNDER DECLARATION OF TRUST DATED JULY 31, 1981, whose address is P. O. BOX 4040, PALM DESERT, CALIFORNIA, 92261, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 7, 1989 and June 16, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Law
Div. Law GFS

Date: 7/19/89

ASSIGNOR:

By: Jack R. Andrews
JACK R. ANDREWS, TRUSTEE under Declaration of Trust

By: Shirley J. Andrews
SHIRLEY J. ANDREWS, TRUSTEE under Declaration of Trust

Date: July 21, 1989

225764

RECORDED Aug. 22 19 89 8:16 A M
IN BOOK 83 O & G PAGE 537
FEES $2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
537 By: Mari Riley

THE STATE OF CALIFORNIA)
COUNTY OF Riverside)

This instrument was acknowledged before me on the 21st day of July, 1989 by JACK R. ANDREWS and SHIRLEY J. ANDREWS as Trustees [under Declaration of Trust dated July 31, 1981].

My Commission Expires:
Jan 21, 1992

Leslie Jean Moosavi
Notary Public in and for the
State of California

OFFICIAL SEAL
LESLIE JEAN MOOSAVI
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

LESLIE JEAN MOOSAVI NOTARY PUBLIC CALIFORNIA RIVERSIDE COUNTY

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 19th day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
4-17-93

Sandra E. Matzke
Notary Public in and for the
State of Texas

NOTARY PUBLIC STATE OF TEXAS
SANDRA E. MATZKE
Notary Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
JACK R. ANDREWS AND SHIRLEY J. ANDREWS, TRUSTEES, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 9: E/2 E/2

Section 10: SW/4

containing 320 acres, more or less and being Tract 4 of the Lake Ridge Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0266346-A)
LESSEE: Shirley J. Andrews
DATE: 12/1/63
OVERRIDING ROYALTY INTEREST (decimal): .0025

LANDS COVERED: T-28-N, R-115-W, 6th P.M.

Section 2: Lots 5, 6, 7, 8, S/2

Section 3: Lots 5, 6, 7, 8, S/2

Section 10: N/2

Section 11: N/2

containing 1,543.81 acres more or less, and being Tract 5 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0289523)
LESSEE: J. R. Andrews
DATE: 2/1/64
OVERRIDING ROYALTY INTEREST (decimal): .0025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Seller's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

DORMAN E. FOLLOWWILL, whose address is 3360 LOYOLA COURT, BOULDER, COLORADO, 80303, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 1, 1989 and June 27, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber, Jr.
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Law
Div. La. GFS

Date: 7/25/89

ASSIGNOR: Dorman E. Followwill
DORMAN E. FOLLOWWILL

Date: July 27, 1987

225765

RECORDED Aug 22 1989 8:10 A M
IN BOOK 83 O & G PAGE 540
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

THE STATE OF COLORADO)

COUNTY OF Boulder)

This instrument was acknowledged before me on the 27th day of July, 1989 by DORMAN E. FOLLOWWILL.

My Commission Expires:
May 8 1991

Julie Meeks
Notary Public in and for the
State of Colorado

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 25 day of July, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
DORMAN E. FOLLOWWILL, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 21: SW/4 NW/4, containing
40 acres more or less, and being
Tract 36 of the Fogarty Creek Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-44806)
LESSEE: C & K Petroleum, Inc.
DATE: 5/1/74
OVERRIDING ROYALTY INTEREST (decimal): .0075

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

ROBERT E. ZIMMERMAN, JR., whose address is P. O. Box 8753, Denver, Colorado, 80201, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated July 5, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Div. Lay GFS

Date: 8/2/89

ASSIGNOR: ROBERT E. ZIMMERMAN, JR.

Date: 8/3/89

225766

RECORDED Aug 22 19 89 8:16 A M
IN BOOK 83 O & G PAGE 543
FEES $8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

543

THE STATE OF COLORADO)

COUNTY OF DENVER)

This instrument was acknowledged before me on the 3rd day of August 1989 by ROBERT E. ZIMMERMAN, JR.

My Commission Expires:

Notary Public in and for the
State of Colorado

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 2nd day of August 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Notary Public in and for the
State of Texas

JAN V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
ROBERT E. ZIMMERMAN, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 26: All, containing
640 acres more or less, and being
Tract 35 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-57546)
LESSEE: Patricia Halagan
DATE: 2/1/77
OVERRIDING ROYALTY INTEREST (decimal): .00375

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

CELSIUS ENERGY COMPANY, whose address is 79 South State Street, Salt Lake City, Utah 84111, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests within a unit participating area described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns, title to the Subject Property.

225767

RECORDED Aug. 22 1989 8:10 A M
IN BOOK 83 O & G PAGE 543C
FEES $10.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mare Riley

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated July 31, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed by the parties on the dates shown below, but effective as of July 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: _____

A. H. Barber, Jr.,
Division Acquisitions Manager,
Production Dept.,
Exxon Company, U.S.A.
(A div of Exxon Corporation),
Agent and Attorney in Fact

Div. Ldm.

Div. Law GFS

Date: 8/8/89

ASSIGNOR: CELSIUS ENERGY COMPANY

By: _____

G. L. Nordloh
Executive Vice President

Date: 8/8/89

ATTEST:

J. L. Healey, Assistant Secretary

CELSIUS ENERGY COMPANY CORPORATE SEAL

THE STATE OF UTAH)

COUNTY OF SaltLake)

This instrument was acknowledged before me on the 8 day of August 1989 by G. L. Nordloh, as Executive Vice President for Celsius Energy Company, on behalf of said Company.

NOTARY PUBLIC STATE OF UTAH

_____
Notary Public in and for the
State of Utah

My Commission Expires:
3/11/91

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 8th day of August 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of Texas

My Commission Expires:
1-16-91

NOTARY PUBLIC STATE OF TEXAS

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

545

EXHIBIT "1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
BETWEEN CELSIUS ENERGY COMPANY AND EXXON CORPORATION
FOGARTY CREEK AND GRAPHITE UNIT AREAS
SUBLETTE COUNTY, WYOMING

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to and within the Participating Area for the Fogarty Creek and Graphite Units, and insofar and only insofar as said oil and gas leases cover depths which are below the base of the Nugget Formation, defined as the stratigraphic equivalent of 12,154 feet in the Humble No. 2 Hoback II Unit Well, located in Section 15, Township 28 North, Range 115 West, 6th P.M., Sublette County, Wyoming.

Federal Serial No. and Date	Unit and Tract No.	Description	Celsius' Net Overriding Royalty Interest
W-05689 6/1/51	Fogarty Creek Tract No. 1	T-28-N, R-114-W, 6th P.M. Sec. 33: S½SW¼ Containing 80.00 acres, m/l	4.5625%
W-05691 6/1/51	Fogarty Creek Tract No. 2	T-27-N, R-114-W, 6th P.M. Sec. 5: Lots 5, 6 Containing 53.29 acres, m/l	4.5625%
W-8140 6/1/51	Fogarty Creek Tract No. 11	T-28-N, R-114-W, 6th P.M. Sec. 33: SE¼ Sec. 34: N½N½, SW¼NW¼ Containing 360.00 acres, m/l	4.5625%
W-0318990 9/1/65	Fogarty Creek Tract No. 7	T-27-N, R-114-W, 6th P.M. Sec. 5: Lots 7, 8, 9, 10, 11, 12 Containing 165.36 acres, m/l	7%
W-31574 11/1/71	Fogarty Creek Tract No. 17	T-28-N, R-114-W, 6th P.M. Sec. 33: E½NE¼ Containing 80.00 acres, m/l	7%

Federal Serial No. and Date	Unit and Tract No.	Description	Celsius' Net Overriding Royalty Interest
W-34477 12/1/73	Fogarty Creek Tract No. 18	T-28-N, R-115-W, 6th P.M. Sec. 36: Lots 1, 2, 3, 4 Containing 165.60 acres, m/l	6%
W-36591 11/1/72	Fogarty Creek Tract No. 32	T-28-N, R-114-W, 6th P.M. Sec. 27: SW¼ Containing 160.00 acres, m/l	10%
W-05690 7/1/51	Graphite Tract No. 2	T-27-N, R-114-W, 6th P.M. Sec. 15: SW¼NW¼ Containing 40.00 acres, m/l	4.5625%
W-72405 6/1/51	Graphite Tract No. 4	T-27-N, R-114-W, 6th P.M. Sec. 9: SE¼SW¼, SW¼SE¼ Containing 80.00 acres, m/l	6.081912%

This Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest within the existing Participating Areas in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the existing Participating Areas.

546

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

MICHAEL W. O'SHAUGHNESSY, TRUSTEE FOR FIRST TRUST COMPANY OF ST. PAUL FOR THE MICHAEL W. O'SHAUGHNESSY FAMILY 2503-C TRUST, whose address is P. O. Box 29, Denver, Colorado, 80201-0029, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated July 5, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber, Jr.
Div. Lom. —
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact
Div. Law LFS

Date: 8/2/89

ASSIGNOR: MICHAEL W. O'SHAUGHNESSY, TRUSTEE FOR FIRST TRUST COMPANY OF ST. PAUL FOR THE MICHAEL W. O'SHAUGHNESSY FAMILY 2503-C TRUST

225768 Michael W. O'Shaughnessy

RECORDED Aug. 22 1989 9:10 AM
IN BOOK 83 O&G PAGE 547
FEES 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Date: 8/4/89

[redacted] [redacted] [redacted]

THE STATE OF COLORADO)

COUNTY OF)

This instrument was acknowledged before me on the 4th day of August, 1989 by MICHAEL W. O'SHAUGHNESSY, TRUSTEE FOR FIRST TRUST COMPANY OF ST. PAUL FOR THE MICHAEL W. O'SHAUGHNESSY FAMILY 2503-C TRUST.

FERN S. KOECKERT NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
August 9, 1991

Fern S. Koeckert
Notary Public in and for the
State of Colorado

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 2nd day of August, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

NOTARY PUBLIC STATE OF TEXAS

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
MICHAEL W. O'SHAUGHNESSY, TRUSTEE
FOR FIRST TRUST COMPANY OF ST. PAUL
FOR THE MICHAEL W. O'SHAUGHNESSY FAMILY 2503-C TRUST Assignor,
and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 26: All, containing
640 acres more or less, and being
Tract 35 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-57546)
LESSEE: Patricia Halagan
DATE: 2/1/77
OVERRIDING ROYALTY INTEREST (decimal): .005

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

CHARLES T. ZIMMERMAN, JR., whose address is 310 Lindenwood, Houston, Texas 77024, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated July 5, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber Jr. 225769
Div. Com. [redacted]
Exec. Law CFB
A. H. Barber, Jr., Division Acquisitions Manager, Production Department, Exxon Company, U.S.A. (A div. of Exxon Corporation) Agent and Attorney in Fact

Date: 8/2/89

ASSIGNOR: CHARLES T. ZIMMERMAN

Charles T Zimmerman

RECORDED Aug. 22 1989 8:40 A.M.
IN BOOK 93 O & G PAGE 550
FEES 3.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Riley

Date: 8/10/89

THE STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on the 10th day of August 1989 by CHARLES T. ZIMMERMAN.

My Commission Expires:

Notary Public in and for the
State of Texas

AMANDA LOPEZ
Notary Public, State of Texas
My Commission Expires
7 14 93

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 3rd day of August, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
CHARLES T. ZIMMERMAN, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 26: All, containing
640 acres more or less, and being
Tract 35 of the Lake Ridge Unit

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-57546)
LESSEE: Patricia Halagan
DATE: 2/1/77
OVERRIDING ROYALTY INTEREST (decimal): .00125

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

AMENDMENT OF OIL AND GAS LEASE

THIS AGREEMENT AND AMENDMENT, made and entered into this 1st day of August, 1989, by and between Dorothea B. Newcomb, a widow, as life tenant, and Jacqueline J. Rosenberg, formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate, hereinafter referred to as "Lessor", and High Plains Energy Company, hereinafter referred to as "Lessee",

WITNESSETH

WHEREAS, Lessor and Lessee each own interests under and subject to that Oil and Gas Lease dated May 23, 1989, entered into by and between Dorothea B. Newcomb, a widow, as life tenant, and Jacqueline J. Rosenberg, formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate hereinafter referred to as "Lessor", and High Plains Energy Company, as "Lessee", covering the following lands situated in Sublette County, Wyoming:

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4
Containing 160.00 acres, more or less

SUCH LEASE being recorded in Book 83, at Page 264 in the records of said County and State, and Lessor and Lessee now desires to amend the said lease by deleting the Exhibit "A" attached thereto in its entirety and by adding the following Exhibit "A" to said lease in its place,

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending said lease, it is now hereby agreed, notwithstanding anything to the contrary in said lease as originally executed that the EXHIBIT "A" attached to said lease is hereby deleted in its entirety and the following EXHIBIT "A" is to be substituted in its place:

EXHIBIT "A"

ADDENDUM TO OIL and gas lease dated May 23, 1989 by and between Dorothea B. Newcomb, a widow, as life tenant, and Jacqueline J. Rosenberg, formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate, as Lessor, and HIGH PLAINS ENERGY COMPANY, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

225801

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4
Containing 160.00 acres, more or less

RECORDED Aug. 24 1989 1:00 PM
IN BOOK 83 OF G PAGE 553
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

1. THIS IS AN ADDENDUM to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by High Plains Energy Company, Lessee. In the event of a conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. DEPTH LIMITATION: The rights granted by this lease cover those depths from the surface of the earth down to the stratigraphic equivalent of the base of the Mesaverde Formation (approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. LESSEE'S PRIVILEGE of paying a shut-in rental payment in lieu of royalty, as provided by paragraph 3 of the attached lease, shall be subject to the following conditions:

   a. If the shut-in occurs and continues from completion of the well, such that no royalty payment has ever been paid on such well's production, the payment of such shut-in rental in lieu of royalty on such well may not maintain this lease in effect for a period of more than three years from the date of the shut-in of such well, and such shut-in rentals in lieu of royalty shall be paid, in advance, as follows:

      1. $2.50 per net mineral acre for the first year of such shut-in;

      2. $4.00 per net mineral acre for the second year of such shut-in; and

[redacted] [redacted] [redacted]

3. $5.00 per net mineral acre for the third year of such shut-in.

b. If the shut-in occurs after royalty payments on production have been made (i.e., such shut-in is an interruption of production), the payment of such shut-in rental in lieu of royalty on such well may not maintain this lease in effect for a period of more than three years from the date of interruption of production payments. Such shut-in rentals in lieu of royalty shall be paid as follows:

1). If the shut-in continues for a period of eleven consecutive months, Lessee shall pay to Lessor at the end of such period, an amount equal to $2.50 multiplied by the net mineral acres of the lease less any production royalty paid during the twelve month period preceding the end of such shut-in period;

2). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, Lessee shall immediately pay Lessor an amount equal to $10.00 multiplied by the net mineral acres of the lease; provided, however, should production be recommenced the during the ensuing twelve month period, Lessee shall have right to withhold from its production royalty payments to Lessee the amount paid under this subparagraph; and

3). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, Lessee shall immediately pay Lessor an amount equal to $10.00 multiplied by the net mineral acres of the lease; provided, however, should production be recommenced during the ensuing twelve month period, Lessee shall have the right to withhold from its production royalty payments to lessee the amount paid under this subparagraph; and

4). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, this lease shall immediately terminate.

4. LESSOR SHALL HAVE the right hereunder to employ professionals necessary for the purpose of verifying performance by Lessee hereunder, and Lessee agrees that such professionals employed by Lessor for such purpose, upon written notice to Lessee, shall have access to the records of Lessee necessary for such verification, at all reasonable times for the purpose of making such verification. In the event that any such verification inspection reveals that total payments actually made to Lessor by Lessee hereunder are less than Ninety Percent (90%) of the total payments which should have been made hereunder, Lessee shall reimburse Lessor for such amount of underpayment and, in addition, shall reimburse Lessor for expenses incurred in conducting such inspection and for any enforcement resulting therefrom. In the event that a verification inspection reveals that total payments to Lessor by Lessee hereunder are more than 90% of the total payments which should have been made hereunder, Lessee shall reimburse Lessor for such amount of underpayment, but shall not be responsible for reimbursing Lessor for expenses incurred in conducting such inspection. Such inspections shall not be conducted more than once every two years and shall be preceded by thirty days written notice to Lessee.

5. NO WELL DRILLED by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity and assume responsibility for such well.

6. LESSEE AGREES THAT no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

7. WHEN REQUESTED, Lessee shall fence all sump holes.

8. UPON EXPIRATION OR sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of

Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

9. TO THE EXTENT that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances , and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

10. NOTWITHSTANDING THE provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, only payment to Lessee of production royalty or of shut-in rentals in lieu of production royalty shall continue this lease beyond the primary term hereof. Further notwithstanding the provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, the only lands covered hereunder within which such an extension beyond the primary term hereof shall apply are those lands which are included within such a unit as participation lands, provided, however, that if at the end of the primary term hereof, lands covered hereunder are included within such a unit and a portion of such unitized lands are participating lands and a portion of such lands are not participating lands, the lease shall be extended as to such non participating lands for a period of one year and if at the end of such one year period, such non-participating lands have not been designated participating lands, this lease shall terminate as to such non participating lands. Further not withstanding the provisions of paragraph 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, lands covered under this lease which are not included in any such unit shall be severed from any such lands which are unitized and this lease may be maintained as to such non unitized lands only in accordance with the terms of this lease and as to any portion of such non unitized lands, this lease shall terminate unless production royalty or shut-in rental in lieu of production is being paid with respect to such lands.

11. NOTWITHSTANDING ANYTHING contained in said Lease to the contrary, wherever said lease states a royalty payment of sixteen percent (16.00%) said royalty shall be changed to read seventeen percent (17.00%).

LESSOR ACKNOWLEDGES that said lease as amended is valid and in full force and effect and for such purpose Lessor hereby grants, leases and lets to Lessee all of Lessor's interest in the above described lands upon the same terms, conditions, and provisions as are contained in said lease as amended hereby.

THIS AGREEMENT AND AMENDMENT shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN

LESSOR:

X Dorothea B Newcomb
Dorothea B. Newcomb

X Jacqueline J. Rosenberg
Jacqueline J. Rosenberg

LESSEE:

HIGH PLAINS ENERGY COMPANY

Lynne Romanchuk, Asst. Secretary

By: George W. Clay, IV, President

STATE OF California)
) ss.
COUNTY OF Santa Cruz)

The foregoing instrument was acknowledged before me this 1st day of August, 1989, Dorothea B. Newcomb, a widow as life tenant.

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

My Commission Expires Nov. 3, 1990

OFFICIAL SEAL
DEBORAH A. JOHNSON
NOTARY PUBLIC CALIFORNIA
SANTA CRUZ COUNTY
My commission expires Nov. 3, 1990

Notary Public

STATE OF California)
) ss.
COUNTY OF San Joaquin)

The foregoing instrument was acknowledged before me this 8th day of August, 1989, Jacqueline J. Rosenberg, formerly known as Jacqueline J. Wilson, a married woman dealing in her sole and separate property, as remainderman to life estate.

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 5, 1993

JUDI KAISER
NOTARY PUBLIC - COLORADO
My Comm. Expires Mar. 5, 1993

Notary Public

STATE OF CCLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of August, 1989, by George W. Clay, IV as President of Hixon Pipeline Energy Company.

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

KAREN S. ERWIN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires June 25, 1991

Notary Public
Karen S. Erwin

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Vernon M. Johnson, a single man, as Lessor, and Dick V. Welch, as Lessee, dated October 28, 1975, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE4SE4

and containing 40.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 52 of Photos, at Page 167.

WITNESS the following signatures this 21st day of August, 1989.

Dick V. Welch

X Dick V. Welch

STATE OF Colorado]
) ss.
COUNTY OF Denver]

THE FOREGOING instrument was acknowledged before me this 21st day of August, 1989, by Dick V. Welch.

WITNESS my hand and notarial seal.

My Commission Expires _____

My Commission expires July 18, 1993
1621 18th St. Suite 470
Denver, CO 80202

225802

Lisa M Falkena
Notary Public

RECORDED Aug. 24 1989 1:00 P M
IN BOOK 83 O&G PAGE 557
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

NOTARY PUBLIC
LISA M. FALKENA
STATE OF COLORADO

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Cross Lazy Two Land and Livestock as Lessor, and John J. Christmann as Lessee, dated April 27, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

and containing 40.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 484.

WITNESS the following signatures this 11th day of August, 1989.

Sherman H. Norton

Sherman H. Norton

STATE OF Texas]
) ss.
COUNTY OF Lubbock]

THE FOREGOING instrument was acknowledged before me this 11th day of August, 1989, by Sherman H. Norton.

WITNESS my hand and notarial seal.

My Commission Expires 4-9-92

Notary Public

225803

RECORDED Aug. 24 AD 89 1:00 P M
IN BOOK 83 O&G PAGE 558
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

559

9089

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Joseph L. Budd, Trustee, and Ruth F. Budd, Trustee, as Lessor, and Berco Resources as Lessee, dated June 16, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: E2SE4
Section 9: SE4, S2SW4
Section 15: S2NW4
Section 16: NE4NW4, NWNE4, E2NE4

and containing 560.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 62 of Photos, at Page 156.

WITNESS the following signatures this 11th day of August, 1989.

Berco Resources

By: William J. Berger
President

Attest: Assistant Secretary

STATE OF Colorado]
] ss.
COUNTY OF Denver]

THE FOREGOING instrument was acknowledged before me this 11th day of August, 1989, by William J. Berger as President of Berco Resources.

WITNESS my hand and notarial seal.

My Commission Expires: Oct. 7, 1990

Shaun A. Beck
Notary Public

225804

RECORDED Aug. 24 AD 89 1:00 P M
IN BOOK 83 O&G PAGE 559
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

[redacted] [redacted] [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

PACIFIC ENTERPRISES OIL COMPANY (USA), a California Corporation, as successor in interest, by reason of merger, to Terra Resources, Inc., a Delaware Corporation, does hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil and Gas Lease, located in the County of Sublette, State of Wyoming:

LEASE #	2316-36434-00
LESSOR	Cross Lazy Two Land & Livestock, Inc.
LESSEE	Mobil Oil Corporation
DATE	10/27/79
RECORDED	Volume 58, Page 370
DESCRIPTION	T-29N R-114W Sec 11: SE/4 NE/4 Sec 12: S/2 NW/4, NE/4 SW/4, NE/4 and N/2 SE/4

Executed this 8th day of August, 1989.

PACIFIC ENTERPRISES OIL COMPANY (USA)

ATTEST:

James P. Niedermeyer
James P. Niedermeyer
Assistant Secretary

Daniel E. Thorne DB DG JPN
DAN E. THORNE
VICE PRESIDENT-FINANCE

STATE OF Oklahoma)
) SS
COUNTY OF Tulsa)

This instrument was acknowledged before me on this 8th day of August, 1989, by Daniel E. Thorne as V.P. Finance and James P. Niedermeyer Asst. Secretary of PACIFIC ENTERPRISES OIL COMPANY (USA), a California Corporation.

Witness my hand and seal this 8th day of August, 1989.

My Commission Expires:

1-24-93

Cecilia Drake
Notary Public

CECILIA DRAKE NOTARY PUBLIC STATE OF OKLAHOMA TULSA COUNTY

225805

RECORDED Aug. 24 1989 1:15 PM
IN BOOK 83 O & G PAGE 560
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

561

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all of its right, title and interest (if any) in and to that certain Oil and Gas Lease by and between Robert A. Springman and Wilda Springman, husband and wife as Lessor, and J. Adrian Padon, Jr., as Lessee, dated the 29th day of March, 1977, covering the following described land, to-wit:

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

Section 25: NE/4, NE/4 NW/4, E/2 SE/4

and containing 280.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 54 of Photos, at Page 111.

Witness the following signatures this 7th day of August, 1989.

PACIFIC ENTERPRISES OIL COMPANY (USA)
as Successor-In-Interest to
Farmland International Energy Company

ATTEST:

James P. Niedermeyer
Ass't. Secretary

Daniel E. Thorne
Vice President-Finance

WR
JPN

225806

RECORDED Aug. 24 AD 89 1:45 P M
IN BOOK 83 O&G PAGE 561
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF Oklahoma)
) SS
COUNTY OF Tulsa)

This instrument was acknowledged before me on this 7th day of August, 1989, by Daniel E. Thorne as Vice President-Finance and James P. Niedermeyer as Assistant Secretary of PACIFIC ENTERPRISES OIL COMPANY (USA).

Witness my hand and seal this 7th day of August, 1989.

My Commission Expires:

6-11-1992

Notary Public in and for
Tulsa County, Oklahoma

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 A.M. Mountain Standard Time on January 1, 1988 from Energetics Capital Limited Partnership (herein called "Assignor"), with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, to Energetics 1988 Limited Partnership, with an address of 6200 South Syracuse Way, Suite 445, Englewood, Colorado, 80111-3035, North American Resources Co., with an address of 16 East Granite, Butte, Montana 59701, and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein collectively called "Assignee"),

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225871

RECORDED Aug. 30 1988 3:00 P M
IN BOOK 83 O;G PAGE 562
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Kay

Sublette County, Wyoming

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado

corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Attest:

Energetics Capital Limited Partnership, By Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith,
Executive Vice-President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug. 31, 1991
3337 E. Easter Avenue Place
Littleton, Colorado 80122

SCHEDULE I, SECTION I

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co. and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest in the leases designated (1) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	3.613931%
North American Resources Co.	1.585011%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	91.801152%
AND, Assignor assigns all of its right, title and interest in the leases designated (2) to Assignees in the following percentages:	
Energetics 1988 Limited Partnership	69.512907%
North American Resources Co.	30.487793%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	- 0 -

566

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(1) WY-10993	USA W-67808	Houston G. Williams	06/01/79	T27N-R111W Sec. 18: E/2NE, E/2SE Sec. 19: E/2NE, E/2SE	62/16
(1) WY-11170	USA W-59776	Dorothy Langley	09/01/77	T27N-R111W Sec. 20: NESW	64/278
(2) WY-11109	USA W-68117	Ole M. Hanson	07/01/79	T27N-R111W Sec. 20: SE/4, NW/4	59/7
(1) WY-11109	USA W-68117	Ole M. Hanson	07/01/79	T27N-R111W Sec. 20: S/2SW, NWSW	59/7

SCHEDULE I, SECTION I

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co. and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest in the leases designated (1) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	69.512181%
North American Resources C .	30.187819%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	- 0 -
Assignor assigns all of its right, title and interest in the leases designated (2) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	3.613831%
North American Resources Co.	1.585014%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	94.801152%

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LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(1) WY-11221	USA W-62791	Robert W. Myers	5/1/78	T28N-R111W Sec. 31: Lots 3, 4, E/2SW/4	68/347 65/556
(2) WY-11221	USA W-62791	Robert W. Myers	5/1/78	T28N-R111W Sec. 31: Lots 1, 2, E/2NW/4, W/2SE/4 T28N-R112W Sec. 25: E/2 Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4	68/347 65/556
(2) 12466B	The First National Bank of Kemmerer as Trustee of the Fear Family Trust	Thomas F. Stroock	12/29/72	T28N-R112W Sec. 24: Lots 9 & 11, SE/4SW/4, Sec. 25: Lots 2 & 5, N/2NW/4, SE/4NW/4, Sec. 26: Lots 1 & 7	48/628
(2) 12466A	Daniel E. Chapel	James A. Erickson	3/7/81 Eff. 4/4/81	Same as Above	61/461

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SCHEDULE I, SECTION I

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co. and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	3.613834%
North American Resources Co.	1.585014%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	94.801152%

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-13241	USA W-74295	Joseph P. Notard	03/01/82	T27N-R110W Sec. 28: E/2	N/A

GREEN RIVER BLUFFS PROSPECT

SUBLETTE COUNTY, WYOMIN

SCHEDULE I, SECTION I

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co. and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	3.613834%
North American Resources Co.	1.585014%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	94.801152%

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-20257	USA W-109162	E. J. Puroll	08/01/78	T30N-R111W Sec. 6: Lots 1, 2, 3, 4 Sec. 9: All Sec. 17: N/2NW	N/A

MEADOW CANYON PROSPECT

SUBLETTE COUNTY, WYOMING

571

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co. and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner).

Assignor assigns all of its right, title and interest in the following leases to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	3.613834%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	94.801152%
North American Resources Co.	1.585014%

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
6501809	State of Wyoming 80-0331	Allan Douglass	7-2-80	T28N-R112W Section 16: NE/4, E/2 NW/4, S/2	NA

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SCHEDULE 1

Attached to and forming a part of Assignment, Bill of Sale, and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co., and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) dated

August 24, 1989

SECTION II. PROSPECTS:

SCHEDULE 1. SECTION II

PROSPECT NAME:	Dry Piney Creek
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties described on Schedule 1, Section I.

SCHEDULE 1. SECTION II

PROSPECT NAME:	East Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands lying within five miles of the properties as described on Schedule 1, Section 1.

SCHEDULE 1. SECTION II

PROSPECT NAME:	North Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands lying within five miles of the properties as described on Schedule 1, Section 1.

SCHEDULE 1. SECTION II

PROSPECT NAME:	Green River Bluffs
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands lying within five miles of the properties as described on Schedule 1, Section 1.

SCHEDULE 1. SECTION II

PROSPECT NAME:	Meadow Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands lying within five miles of the properties as described on Schedule 1, Section 1.

SCHEDULE 1

Attached to and forming a part of Assignment, Bill of Sale, and Conveyance from Energetics Capital Limited Partnership to Energetics 1988 Limited Partnership, North American Resources Co., and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) dated

August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE 1. SECTION III

Energetics Capital Limited Partnership Agreement dated April 27, 1979, among MM&S Partners, Energy Associates, Inc., and First Chicago Investment Corporation, Inc., et al.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988 from Energetics '78 Limited Partnership, a/k/a Energetics 1978 Limited Partnership, a/k/a Energetics 1978 Ltd. Partnership, with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignor") to Energetics 1988 Limited Partnership, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc. Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035 and Bedford Partners Limited Partnership, with an address of 5951 South Middlefield Road, Suite 100, Littleton, Colorado 80123, (herein collectively called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225872

RECORDED Aug. 30 1989 3:00 P M
IN BOOK 83 O&G PAGE 581
FEES $21.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

Sublette County, Wyoming

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Attest:

Secretary

Energetics '78 Limited Partnership, a/k/a Energetics 1978 Limited Partnership, a/k/a Energetics 1978 Ltd. Partnership, by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug. 31, 1991
3337 E. Easter ~~Avenue~~ Place
Littleton, Colorado 80122

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SCHEDULE I, SECTION I

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics 1978 Limited Partnership, a/k/a Energetics '78 Limited Partnership, a/k/a Energetics 1978 Limited Partnership, a/k/a Energetics 1978 LTD Partnership to Energetics 1988 Limited Partnership, Bedford Partners Limited Partnership, and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner).

Assignor assigns all of its right, title and interest in the leases designated (1) to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	70.588212%
Bedford Partners Limited Partnership	29.411788%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	- 0 -

AND, Assignor assigns all of its right, title and interest in the leases designated (2) to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	15.999999%
Bedford Partners Limited Partnership	6.666667%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	77.333334%

EAST BIRD CANYON PROSPECT

SUBLETTE COUNTY, WYOMING

585

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(1) WY-12391	USA W-51347	Ada Wood	8/1/75	T27N-R111W Sec. 5: NW/4, SW/4 Sec. 6: S/2NE, SE/4 Sec. 7: NE/4 Sec. 8: NW/4, N/2SW Limited in depth from the surface of the earth to the base of the stratigraphic equivalent of 11,391 feet as penetrated by the Federal 10-5 well located in T27N-R111W, Section 5: NW/4.	61/447
(1) WY-10993	USA W-67808	Houston G. Williams	6/1/79	T27N-R111W Sec. 6: N/2NE/4 Sec. 7: SE/4	62/46
(1) WY-11109	USA W-68117	Ole M. Hanson	7/1/79	T27N-R111W Sec. 8: S/2SW Sec. 17: W/2	59/7
(2) WY-11100	USA W-35399	John I. Weston	7/1/72	T27N-R111W Sec. 5: W/2	64/633

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(2) WY-11102	USA W-54136	Sam V. Morse	4/1/76	T27N-R111W Sec. 11: All Sec. 15: SE/4, SW/4 Limited in depth from the surface down to the stratigraphic equivalent of 11,694 feet as penetrated by the Federal 30-15 well, located in Section 15, T27N-R111W.	64/638
(2) WY-11104	USA W-36422	Jean D. True	10/1/72	T27N-R111W Sec. 23: All Sec. 26: All Limited in depth from below the base of the stratigraphic equivalent of 5,500 feet as penetrated in the Federal #30-23 well in Section 23, T27N-R111W. T27N-R111W Sec. 22: N/2 Sec. 25: W/2, SE/4	57/369
(1) WY-11106	USA W-62508	R. L. Billings	11/1/78	T27N-R111W Sec. 29: W/2, W/2NE, SENE, SE/4, W/2NE	57/187
(2) WY-11108	USA W-63821	James M. Turlington	7/1/78	T27N-R111W Sec. 32: Lots 3, 4, NE/4, N/2SE	57/195

EAST BIRD CANYON PROSPECT

SUBLETTE COUNTY, WYOMING

587

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(2) WY-12320	USA W-35398	Helen M. Donaldson	7/1/72	T27N-R111W Sec. 8: SW¼E Sec. 17: NE/4 Limited in depth from the surface to the base of the stratigraphic equivalent of 11,391 feet in Federal #10-5 well located in the NW/4 of Section 5, T27N-R111W.	63/605
(2) WY-12445	USA W-65390	Energetics, Inc.	12/1/78	T27N-R111W Sec. 11: NE/4 Limited in depth from the base of the Almy Formation down to all depths. T27N-R111W Sec. 11: N/2SE Sec. 12: NWSW	61/675
6501762	USA W-34033	Robert W. David	5/1/72	T27N-R111W Sec. 29: NENE	57/280

688

SCHEDULE 1

Attached to and forming a part of
Assignment, Bill of Sale, and Conveyance
from Energetics '78 Limited Partnership,
a/k/a Energetics 1978 Limited Partnership,
a/k/a Energetics 1978 LTD Partnership, to
Energetics 1988 Limited Partnership, Bedford
Partners Limited Partnership and
Presidio Exploration, Inc. (Successor by
merger to General Atlantic Energy Corporation,
Successor by merger to Energy Associates, Inc.,
Liquidating General Partner)
dated August 24, 1989

SECTION II. PROSPECTS:

[redacted]

SCHEDULE I. SECTION II

PROSPECT NAME:	East Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	The lands described on Schedule I, Section I.

SCHEDULE 1

Attached to and forming a part of
Assignment, Bill of Sale, and Conveyance
from Energetics '78 Limited Partnership,
a/k/a Energetics 1978 Limited Partnership,
a/k/a Energetics 1978 LTD Partnership, to
Energetics 1988 Limited Partnership, Bedford
Partners Limited Partnership and
Presidio Exploration, Inc. (Successor by
merger to General Atlantic Energy Corporation,
Successor by merger to Energy Associates, Inc.,
Liquidating General Partner)
dated August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE 1. SECTION III

Energetics '78 Limited Partnership

Agreement dated 3/30/82 among MM&S

Partners, Energy Associates, Inc.

and Howard C. Bedford, et al.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988 from Energetics 1978-B Limited Partnership, a/k/a Energetics 1978 B, Ltd, with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignor") to Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc. Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035 (herein collectively called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225873

RECORDED Aug. 30 1989 3:00 P M
IN BOOK 83 O;G PAGE 593
FEES $22.50 Mary L. Leakford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements

customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Attest:

Assistant Secretary

Energetics 1978-B Limited Partnership, a/k/a Energetics 1978 B, Ltd., by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug 31, 1991
3337 E. Easter Avenue
Littleton, Colorado 80122

SCHEDULE I, SECTION I

Attached to and made a part of Assignment from Energetics 1978-B Limited Partnership, a/k/a Energetics '78 B LTD Partnership, a/k/a/ Energetics 1978-B LTD to Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-11102	USA W-54136	Sam V. Morse	1/1/76	T27N-R111W Sec. 11: All Sec. 15: SW, SE Limited in depth from the surface of the ground to the stratigraphic equivalent o a depth of 11,694 feet as penetrated by the Federal #30-15 Well located in Section 15, T27N-R111W.	64/638
WY-11104	USA W-36422	Jean D. True	10/1/72	T27N-R111W Sec. 23: All Sec. 26: All	57/369
				T27N-R111W Sec. 22: N/2 Sec. 25: W/2, SE/4	

EAST BIRD CANYON PROSPECT

SUBLETTE COUNTY, WYOMING

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-11106	USA W-62508	R. L. Billings	11/1/78	T27N-R111W Sec. 29: W/2, SENE, SE/4	57/187
WY-11108	USA W-63821	James M. Turlington	7/1/78	T27N-R111W Sec. 32: Lots 3, 4, NE/4, N/2SE	57/195
WY-12320	USA W-35398	Helen M. Donaldson	7/1/72	T27N-R111W Sec. 8: SWSE Sec. 17: NE Limited in depth from the surface to the base of the stratigraphic equivalent of 11,391 feet as drilled in the Federal #10-5 well located in the NW/4 of Section 5, T27N-R111W.	63/605
WY-12445	USA W-65390	Energetics, Inc.	12/1/78	T27N-R111W Sec. 11: NE/4 Limited in depth to below the base of the Almay Formation. Sec. 11: N/2SE, NWSW Sec. 12: NWSW	64/675

598

[redacted]

SCHEDULE 1

Attached to and forming a part of
Assignment, Bill of Sale, and Conveyance
from Energetics 1978-B Limited
Partnership, a/k/a Energetics '78-B LTD
Partnership, a/k/a Energetics 1978 B LTD
to Presidio Exploration, Inc. (Successor
by merger to General Atlantic Energy
Corporation, Successor by merger to Energy
Associates, Inc., Liquidating General
Partner)
dated August 24, 1989

SECTION II: PROSPECTS

SCHEDULE 1. SECTION II

PROSPECT NAME:	East Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties described in Schedule I, Section I.

SCHEDULE 1

Attached to and forming a part of

Assignment, Bill of Sale, and Conveyance

from Energetics 1978-B Limited

Partnership, a/k/a Energetics '78-B LTD

Partnership, a/k/a Energetics 1978 B LTD

to Presidio Exploration, Inc. (Successor

by merger to General Atlantic Energy

Corporation, Successor by merger to Energy

Associates, Inc., Liquidating General

Partner)

dated August 24, 1982

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE 1. SECTION III

Limited Partnership Agreement for

the Energetics 1978 B LTD dated

12/26/78 among M.M.&S. Partners,

Energy Associates, and Mr. Gerald

B. Cramer, et al.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988, is from Energetics '79 Limited Partnership, a/k/a Energetics 1979 Ltd. Partnership, a/k/a Energetics 1979 Limited Partnership, with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignor") to Energetics 1988 Limited Partnership, with an address of 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111 and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein collectively called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225874

RECORDED Aug. 30 1989 3:00 P M
IN BOOK 83 O1G PAGE 603
FEES $22.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

1

Sublette County, Wyoming

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements

customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Attest:

Energetics '79 Limited Partnership, a/k/a Energetics 1979 Ltd. Partnership, a/k/a Energetics 1979 Limited Partnership, by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug. 31, 1991
3337 E. Easter ~~Avenue~~ Place
Littleton, Colorado 80122

SCHEDULE 1, SECTION 1

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics 1979 Limited Partnership, a/k/a Energetics 1979 Ltd Partnership to Energetics 1988 Limited Partnership, and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner).

Assignor assigns all of its right, title and interest in the lease designated (1) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	23.5160103%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	76.4839897%

AND, Assignor assigns all of its right, title and interest in lease designated (2) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	100%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	- 0 -

CONDOR PROSPECT

SUBLETTE COUNTY, WYOMING

607

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(1) WY-12740	USA W-54137	Melvin Meester	4/1/76	T27N-R111W Sec. 17: SE/4	N/A
(2) WY-12740	USA W-54137	Melvin Meester	4/1/76	T27N-R111W Sec. 20: NE/1	N/A

608

CONDOR PROSPECT

SUBLETTE COUNTY, WYOMING

SCHEDULE I, SECTION I

Attached to and made a part of an Assignment, Bill of Sale and conveyance from Energetics 1979 Limited Partnership, a/k/a Energetics 1979 Ltd Partnership to Energetics 1988 Limited Partnership, and Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner).

Assignor assigns all of its right, title and interest in the leases designated (1) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	23.516016%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	76.483984%

Assignor assigns all of its right, title and interest in the leases designated (2) to the Assignees in the following percentages:	
Energetics 1988 Limited Partnership	100%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	-0-

609

EAST BIRD CANYON PROSPECT

SUBLETTE COUNTY, WYOMIN

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
(1) WY-11170	USA W-59776	Dorothy Langley	9/1/77	T27N-R111W Sec. 20: NE/1SW/4	61/278
(1) WY-11173	USA W-63490	The Superior Oil Company	6/1/78	T27N-R111W Sec. 32: Lot 2, N/2SW/4, NW/4 Limited in depth from the surface to a depth of 9,786 feet below the surface.	66/168
(2) WY-11109	USA W-68117	Ole M. Hanson	7/1/79	T27N-R111W Sec. 20: SE/1, NW/4	59/7
(1) WY-11109	USA W-68117	Ole M. Hanson	7/1/79	T27N-R111W Sec. 20: NWSW, S/2SW	59/7

6/0

SCHEDULE 1

Attached to and forming a part of

Assignment, Bill of Sale, and

Conveyance from Energetics 1979

Limited Partnership, a/k/a Energetics

1979 Ltd. Partnership to Presidio

Exploration, Inc. (Successor by merger

to General Atlantic Energy Corporation,

Successor by merger to Energy Associates,

Inc.) dated

August 24, 1989

SECTION II. PROSPECTS:

SCHEDULE I. SECTION II

PROSPECT NAME:	Condor
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	T27N-R111W Sec. 17: SE Sec. 20: NE

[redacted] [redacted] [redacted]

SCHEDULE 1. SECTION II

PROSPECT NAME:	East Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	T26N-R111W Sec. 20: SE, W/2 Sec. 32: Lot 2, N/2SW, NW

SCHEDULE 1

Attached to and forming a part of

Assignment, Bill of Sale, and

Conveyance from Energetics 1979

Limited Partnership, a/k/a Energetics

1979 Ltd. Partnership to Presidio

Exploration, Inc. (Successor by merger

to General Atlantic Energy Corporation,

Successor by merger to Energy Associates,

Inc.) dated

August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

[redacted] [redacted] [redacted]

SCHEDULE I. SECTION III

Energetics '79 Limited Partnership Agreement dated March 28, 1983, by and between Energy Associates, Inc., and Thomas A. Kenny, et al.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988, is from Energetics '79 Year-End Ltd., (herein called "Assignor") with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, to Energetics 1988 Limited Partnership, with an address of 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111 and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner), with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein collectively called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225875

RECORDED Aug 30 1988 3:00 P M
IN BOOK 83 O&G PAGE 616
FEES $ 19.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements

customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Attest:
Secretary

Energetics '79 Year-End Ltd. and by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug 31, 1991
3337 E. Easter Avenue Place
Littleton, Colorado 80122

Attached to and made a part of an Assignment, Bill of Sale and Conveyance from Energetics Year-End Ltd to Energetics 1988 Limited Partnership, and Presidio Exploration, Inc., (Successor by merge to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner). '79

Assignor assigns all of its right, title and interest to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	24.082573%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	75.917427%

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-12445	USA W-65390	Energetics, Inc.	12-1-78	T27N-R111W Section 11: NE/4, N/2 SE/4 Sublette County, Wyoming	64/675

East Bird Canyon Prospect

620

SCHEDULE 1

Attached to and forming a part of Assignment, Bill of Sale, and Conveyance from Energetics '79 Year-End Ltd. to Energetics 1988 Limited Partnership and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

dated August 24, 1989

SECTION II. PROSPECTS:

SCHEDULE I. SECTION II

PROSPECT NAME:	East Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	T27N-R111W Sec. 11: NE/4, N/2SE

SCHEDULE 1

Attached to and forming a part of Assignment, Bill of Sale, and Conveyance from Energetics '79 Year-End Ltd. to Energetics 1988 Limited Partnership and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

dated August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE 1. SECTION III

Energetics '79 Year-End, Ltd. Limited Partnership Agreement dated 12/19/79 among MM&S Partners, Energy Associates, Inc. and John P. Birkelund, et al.

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988, is from Energetics 1980 Year-End Stroh Limited Partnership, a/k/a Energetics '80 Stroh Limited Year-End Partnership, a/k/a Energetics 1980 Stroh Limited Year-End Partnership, with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignor") to Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225876

RECORDED Aug. 30 19 89 3:00 P M
IN BOOK 83 OIG PAGE 625
FEES $29.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

Sublette County, Wyoming

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements

customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

PRESIDIO EXPLORATION, INC. CORPORATE SEAL 1986 COLORADO

Assistant Secretary

Energetics 1980 Year-End Stroh Limited Partnership, a/k/a Energetics '80 Stroh Limited Year-End Partnership, a/k/a Energetics 1980 Stroh Limited Year-End Partnership by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

JOHN A. SMART, JR. NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug. 31, 1991
3337 E. Easter Avenue Place
Littleton, Colorado 80122

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from
Energetics 1980 Year-End Stroh Limited Partnership, a/k/a Energetics '80 Stroh Limited
Year-End Partnership, Energetics 1980 Stroh Limited Year-End Partnership to Presidio Exploration, Inc.,
(Successor by merger to General Atlantic Energy Corporation, successor by merger to
Energy Associates, Inc., Liquidating General Partner)

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-11221	USA W-62791	Robert W. Myers	5/1/78	T28N-R111W Sec. 31: Lots 1, 2, E/2NW/4, W/2SE/4 T28N-R112W Sec. 25: E/2 Lot 1, Lots 3, 4, 6, 7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4	68/347 65/556
WY-12466B	The First National Bank of Kemmerer as Trustee of the Fear Family Trust	Thomas F. Stroock	12/29/72	T28N-R112W Sec. 24: Lots 9 & 11, SE/4SW/4, Sec. 25: Lots 2 & 5, N/2NW/4, SE/4NW/4, Sec. 26: Lots 1 & 7	48/628
WY-12466A	Daniel E. Chapel	James A. Erickson	3/7/81 Eff. 4/4/81	Same as Above	61/461

NORTH BIRD CANYON PROSPECT

SUBLETTE COUNTY, WYOMING

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from Energetics 1980 Year-End Stroh Limited Partnership, a/k/a Energetics '80 Stroh Limited Year-End Partnership, Energetics 1980 Stroh Limited Year-End Partnership to Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-13249	USA W-48191	John E. Oaks	12/1/74	T27N-R110W Sec. 12: W/2NE, NW, N/2SW, SESW, SE Limited in depth from the surface to the stratigraphic equivalent of 14,405 feet as encountered in the Federal #20-8 Well located in the SWNE of Sec. 8, T27N-R110W.	N/A
WY-13250	USA W-35958	Jas. O. Breene, Jr.	8/1/72	T27N-R110W Sec. 14: E/2, SW Limited in depth from the surface down to 100' below the stratigraphic equivalent of 14,405 feet as encountered in the Federal #20-8 Well, located in the SWNE of Sec. 8, T27N-R110W.	N/A

NORTHERN PROSPECT

SUBLETTE COUNTY, WYOMING

630

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-13254	USA W-62967	Shirley A. Potestio	3/1/74	T27N-R110W Sec. 8: All Limited in depth from the surface to the stratigraphic equivalent of 14,405 feet as encountered in the Federal #20-8 Well, located in the SWNE of Sec. 8, T27N-R110W.	N/A
WY-13275	USA W-73781	Jas. O. Breene, Jr.	8/1/72	T27N-R110W Sec. 12: E/2NE Limited in depth from the surface down to 100 feet below the stratigraphic equivalent of 14,405 feet as encountered in the Federal #20-8 Well, located in the SWNE of Sec. 8, T27N-R110W.	N/A

631

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from
Energetics 1980 Year-End Stroh Limited Partnership, a/k/a Energetics '80 Stroh Limited
Year-End Partnership, Energetics 1980 Stroh Limited Year-End Partnership to Presidio Exploration, Inc.,
(Successor by merger to General Atlantic Energy Corporation, successor by merger to
Energy Associates, Inc., Liquidating General Partner)

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
6501809	State of Wyoming 80-0331	Allan Douglass	7-2-80	T28N-R112W Section 16: NE/4, E/2 NW/4, S/2	NA

632

SCHEDULE 1

Attached to and forming a part of
Assignment, Bill of Sale, and Conveyance
from Energetics 1980 Year-End Stroh Limited
Partnership, a/k/a Energetics '80 Stroh
Limited Year-End Partnership, a/k/a Energetics
1980 Stroh Limited Year-End Partnership
to Presidio Exploration, Inc. (Successor by
merger to General Atlantic Energy Corporation,
Successor by merger to Energy Associates, Inc.,
Liquidating General Partner)
dated August 24, 1989

SECTION II. PROSPECTS:

SCHEDULE 1. SECTION II

PROSPECT NAME:	Dry Piney Creek
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties described on Schedule 1, Section I.

SCHEDULE I. SECTION II

PROSPECT NAME:	North Bird Canyon
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within 5 miles of the properties described on Schedule I, Section I.

SCHEDULE I. SECTION II

PROSPECT NAME:	Northern
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within 5 miles of the properties described on Schedule I, Section I.

SCHEDULE I

Attached to and forming a part of Assignment, Bill of Sale, and Conveyance from Energetics 1980 Year-End Stroh Limited Partnership, a/k/a Energetics '80 Stroh Limited Year-End Partnership, a/k/a Energetics 1980 Stroh Limited Year-End Partnership to Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

Dated August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS

SCHEDULE 1. SECTION III

Energetics '80 Stroh Limited Year-End Partnership Agreement dated 12/15/80 among MM&S Partners and Thomas G. Harding, et al.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988, is from Energetics Stroh 1981 Year-End Ltd., a/k/a Energetics 1981 Stroh Year-End Ltd. Partnership, a/k/a Energetics Stroh 1981 Year-End Limited Partnership, with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignor") to Energetics 1988 Limited Partnership, with an address of 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111 and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein collectively called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225877

RECORDED Aug. 30 1989 3:00 P M
IN BOOK 83 O&G PAGE 639
FEES $26.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements

customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

EXECUTED TO BE EFFECTIVE for all purposes as of the date hereinabove set out.

Attest:

Assistant Secretary

Energetics Stroh 1981 Year-End, Ltd., a/k/a Energetics 1981 Stroh Year-End Ltd. Partnership, a/k/a Energetics Stroh 1981 Year-End Limited Partnership by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: _____
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug. 31, 1991
3337 E. Easter ~~Avenue~~ Place
Littleton, Colorado 80122

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from
Energetics Stroh 1981 Year-End Limited Partnership, a/k/a Energetics 1981 Stroh Year-End Ltd. Partnership,
to Energetics 1988 Limited Partnership and Presidio Exploration, Inc., (Successor by merger to
General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and and interest to Assignees in the following percentages:

Energetics 1988 Limited Partnership	14.61039%
Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	85.38961%

643

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-14134	State of Wyoming #72-28069	Betty B. Shaffer	11/2/72	T27N-R111W Sec. 16: All Limited to that depth from the surface down to the stratigraphic equivalent of 10,550 feet as encountered in the Heron State #10-16 well located in NENW of Section 16, T27N-R111W.	69/266

HERON PROSPECT

SUBLETTE COUNTY, WYOMING

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from
Energetics Stroh 1981 Year-End Limited Partnership,
a/k/a Energetics 1981 Stroh Year-End Ltd. Partnership,
to Energetics 1988 Limited Partnership

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-12365	USA W-62117	R. Ken Williams	2/1/78	T27N-R111W Sec. 28: NE/4 from the surface to the stratigraphic equivalent of 10,641 feet. Sec. 28: SE/4 from the surface to the stratigraphic equivalent of 10,550 feet.	68/167

644

OSPREY PROSPECT

SUBLETTE COUNTY, WYOMING

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from Energetics 1981 Year-End Limited Partnership, a/k/a Energetics 1981 Year-End Ltd. Partnership to Energetics Operating Company and to Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	**26.628664%**
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	**73.371336%**

645

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTON	RECORDING BOOK/PAGE
6501837	USA W-72837	**Zaleria M. Mohr**	**7-1-81**	T28N-R110W **Section 8: All** **Sublette County, Wyoming** **Sugar Loaf Prospect**	**65/16**

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PECTS:

[redacted] [redacted] [redacted]

SCHEDULE I. SECTION II

PROSPECT NAME:	Heron
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within 5 miles of the properties described on Schedule I, Section I.

SCHEDULE I. SECTION II

PROSPECT NAME:	Osprey
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within 5 miles of the properties described on Schedule I, Section I.

SCHEDULE 1. SECTION II

PROSPECT NAME:	Sugar Loaf
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties described on Schedule 1, Section I.

650

SCHEDULE 1

Attached to and forming a part of
Assignment, Bill of Sale, and Conveyance
from Energetics 1981 Stroh Year-End Ltd
Partnership, a/k/a Energetics Stroh 1981
Year-End Limited Partnership, to Energetics
1988 Limited Partnership, and Presidio
Exploration, Inc. (Successor by merger to
General Atlantic Energy Corporation,
Successor by merger to Energy Associates, Inc.,
Liquidating General Partner)
dated August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE 1. SECTION III

Energetics-Stroh 1981 Year-End Ltd.

Limited Partnership Agreement dated

12/4/81 among Energetics, Inc.,

and Adams, Duque & Hazeltine I, et al.

652

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is effective as of 12:01 AM, Mountain Standard Time on January 1, 1988, is from Energetics 1981 Year-End Ltd. Partnership, a/k/a Energetics 1981 Year-End Limited Partnership, with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein called "Assignor") to Energetics 1988 Limited Partnership, with an address of 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111 and Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner) with an address of 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111-3035, (herein collectively called "Assignee").

ASSIGNMENT

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all right, title and interest of Assignor in and to the following (all of which are herein called the "Interests"):

1. The entire estates, interests, rights and privileges in, to and under the leases, overriding royalty interests, licenses and permits described in Section I of Schedule 1 attached hereto and made a part hereof (the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons and associated substances located in, on or under or that may be produced from the land referred to in Section I of Schedule 1 (which land is herein called the "Land"), together with an identical undivided interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

2. The entire estates, interests, rights and privileges in and to the land, leases, overriding royalty interests, licenses and permits, included in or related to the prospects described or reflected in Section II of Schedule 1 (herein called the "Prospects"), whether or not said land, leases, overriding royalty interests, licenses and permits are specifically set forth in Schedule 1, together with all of the Assignor's interest in and to all of the property and rights incident thereto, including all rights in, to and under all agreements, farmouts, leases, permits, easements, licenses, rights of way and orders in any way relating thereto;

225878

RECORDED Aug. 30 1989 3:00 P M
IN BOOK 83 O&G PAGE 652
FEES $26.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

3. All of the personal property, fixtures, equipment and improvements now located on any of the Leases, Lands or Prospects, appurtenant to any of the Leases, Lands or Prospects or used or obtained in connection with any of the Leases, Lands or Prospects or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

4. All interests in the joint ventures described in Section III of Schedule 1 and all interests in any other joint ventures, partnerships, tax partnerships or other entities holding an interest in any or all of the Leases, Land or Prospects (the joint ventures described in Section III of Schedule 1 and all of such other joint ventures, partnerships, tax partnerships or other entities being hereinafter referred to collectively as the "Joint Ventures"), together with all interests, rights and privileges in, to and under any joint venture agreements, partnership agreements and other agreements creating or relating to any of the Joint Ventures;

5. All revenues (reduced by operating expenses attributable thereto) attributable to production after September 30, 1982 with respect to the Leases, Lands, Prospects or Joint Ventures;

6. All other estates, interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any of the Leases, Land or Prospects, or all of them, including but not limited to interests at any time acquired by any Joint Venture in which Assignor has or has had an interest.

7. All interests, rights and privileges now owned or heretofore or hereafter acquired by or on behalf of Assignor in and to any other oil and gas leasehold or fee estates or overriding royalty interests acquired at any time by, through or as a result of any of the Joint Ventures described in Section III of Schedule 1.

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

Assignor warrants and represents that the above described Interests are free and clear of all liens, claims, charges, agreements, burdens and encumbrances created or incurred by, through or under Assignor (except (a) those created by agreements and instruments to which Energetics, Inc., a Colorado corporation ("Old Energetics"), is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements

customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics) and that Assignor has full power and authority to sell and assign the same.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce all covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Separate assignments of the Interests may be executed on approved forms by or on behalf of Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

In addition, separate assignments of the Prospects shall be executed on Assignee's request in a form substantially similar hereto by or on behalf of Assignor to Assignee containing specific leasehold information relating to the Prospects.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, devisees, personal representatives, successors and assigns.

By its acceptance of delivery of this assignment, Assignee agrees to take this assignment subject to (a) those liens, encumbrances, claims, charges, agreements, overriding royalty interests, net profits interests, production payments and similar burdens created by agreements and instruments to which Old Energetics is a party and (b) those drilling, operating, product purchase, transportation, disposal and similar agreements customarily entered into in the oil and gas business that are currently reflected in the files of Old Energetics.

The references herein to liens, claims, burdens, encumbrances and other matters are for the purpose of defining the nature and extent of Assignor's warranty and the matters to which the Assignee agrees to take subject, as between Assignor and Assignee, and shall not be deemed to ratify or create any rights in third parties.

Assignee intends that the interests acquired by this instrument not merge with any other interest of a different type owned by or acquired by Assignee.

[redacted]

EXECUTED TO BE EFFECTIVE for all purposes as of hereinabove set out.

PRESIDIO EXPLORATION, INC. CORPORATE SEAL COLORADO

Jones
Secretary

Energetics 1981 Year-End Ltd. Partnership, a/k/a/ Energetics 1981 Year-End Limited Partnership, by Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, Successor by merger to Energy Associates, Inc., Liquidating General Partner)

By: Robert L Smith
Robert L. Smith
Executive Vice President

Dated this 24 day of August, 1989.

State of Colorado)
)
County of Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of August, 1989, by Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

JOHN A. SMART NOTARY PUBLIC STATE OF COLORADO

John A Smart Jr
Notary Public in and for the
State of Colorado
Printed name: John A. Smart, Jr.
My Commission Expires: 8/31/91

My Commission Expires Aug. 31, 1991
3337 E. Easter Avenue Place
Littleton, Colorado 80122

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from Energetics 1981 Year-End Limited Partnership, a/k/a Energetics 1981 Year-End Ltd. Partnership to Energetics 1988 Limited Partnership and to Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest to the Assignees in the following percentages:

Energetics 1988 Limited Partnership	26.628664%
Presidio Exploration, Inc., (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	73.371336%

656

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-14134	State of Wyoming #72-28069	Betty B. Shaffer	11/2/72	T27N-R111W Sec. 16: All	69/266

HERON PROSPECT

SUBLETTE COUNTY, WYOMING

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from
Energetics 1981 Year-End Limited Partnership, a/k/a Energetics 1981 Year-End Ltd. Partnership
to Energetics 1988 Limited Partnership and Presidio Exploration, Inc.,
(Successor by merger to General Atlantic Energy Corporation, successor by merger to
Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest to assignees in the following percentages:

Energetics 1988 Limited Partnerships	83.206092%
Presidio Exploration, Inc. (Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)	16.793908%

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK/PAGE
WY-12365	USA W-62117	R. Ken Williams	2/1/78	T27N-R111W Sec. 28: NE/4 From the surface to the stratigraphic equivalent of 10,641 feet. Sec. 28: SE/4 From the surface to the stratigraphic equivalent of 10,550 feet.	68/167

OSPREY PROSPECT

SUBLETTE COUNTY, WYOMING

657

SCHEDULE I, SECTION I

Attached to and made a part of Assignment, Bill of Sale and Conveyance from
Energetics 1981 Year-End Limited Partnership, a/k/a Energetics 1981 Year-End Ltd. Partnership
to Energetics Operating Company and to Presidio Exploration, Inc.,
(Successor by merger to General Atlantic Energy Corporation, successor by merger to
Energy Associates, Inc., Liquidating General Partner)

Assignor assigns all of its right, title and interest to the Assignees in the following percentages:

Energetics 1988 Limited Partnership **14.61039%**

**Presidio Exploration, Inc.
(Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidating General Partner)** **85.38961%**

LEASE #	LESSOR	LESSEE	LEASE DATE	DESCRIPTON	RECORDING BOOK/PAGE
6501837	USA W-72837	Zaleria M. Mohr	7-1-81	T28N-R110W Section 8: All Sublette County, Wyoming	65/16

Sugar Loaf Prospect

658

SCHEDULE 1

Attached to and forming a part of
Assignment, Bill of Sale, and Conveyance
from Energetics 1981 Year-End Ltd.
Partnership, a/k/a Energetics 1981 Year-End
Limited Partnership to Energetics 1988
Limited Partnership and Presidio Exploration,
Inc. (Successor by merger to General Atlantic
Energy Corporation, Successor by merger to
Energy Associates, Inc., Liquidating General
Partner)
dated August 24, 1989

SECTION II. PROSPECTS:

SCHEDULE I. SECTION II

PROSPECT NAME:	Heron
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties as described in Schedule I, Section I.

[redacted]

SCHEDULE I. SECTION II

PROSPECT NAME:	Osprey
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within 5 miles of the properties described on Schedule I, Section I.

SCHEDULE 1. SECTION II

PROSPECT NAME:	Sugar Loaf
COUNTY:	Sublette
STATE:	Wyoming
LEGAL DESCRIPTION:	All lands within five miles of the properties described on Schedule 1, Section I.

SCHEDULE 1

Attached to and forming a part of

Assignment, Bill of Sale, and Conveyance

from Energetics 1981 Year-End Ltd.

Partnership, a/k/a Energetics 1981 Year-End

Limited Partnership to Energetics 1988

Limited Partnership and Presidio Exploration,

Inc. (Successor by merger to General Atlantic

Energy Corporation, Successor by merger to

Energy Associates, Inc., Liquidating General

Partner)

dated August 24, 1989

SECTION III. JOINT VENTURES AND PARTNERSHIPS:

SCHEDULE I. SECTION III

Energetics 1981 Year-End Ltd. Limited

Partnership Agreement dated 11/10/81 among Energetics Inc., Energy Associates and Kenneth J. Altorfer, et al.

ASSIGNMENT, BILL OF SALE, AND AGREEMENT

THIS ASSIGNMENT, BILL OF SALE AND AGREEMENT is effective February 1, 1988 ("Effective Date"), by and between NORTH AMERICAN RESOURCES COMPANY ("NARCO"), and LaBarge Minerals, Inc., as successor in interest to Jesse Gault d/b/a Jesse Gault Construction ("LaBarge").

RECITALS

A. NARCO owns certain interests in the properties described in Exhibit "A" attached hereto and made a part hereof;

B. As part of a settlement agreement reached between NARCO, LaBarge and Jesse Gault d/b/a Jesse Gault Construction in settlement of the lien claims and civil action nos. 3432, 3731 and 3661 filed by Gault in the District Court for Sublette County, Wyoming, NARCO agrees to assign to LaBarge all of NARCO's interests in the properties described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual agreements and covenants by and between NARCO and LaBarge, NARCO does hereby transfer and assign unto LaBarge:

a. The oil, gas and minerals, leasehold, royalty and overriding royalty interest described in Exhibit A, which is attached hereto and incorporated by reference, subject to the unitization agreements, pooling agreements, declarations of pooling or unitization, gas sales contracts, gas processing contracts, liens and other instruments covering the interest referred to in Exhibit A and of record as of the date of this Assignment, Bill of Sale and Agreement (all of which are collectively referred to as "Existing Contracts");

b. All of NARCO's right, title and interest in all operating and unitization and pooling agreements, declarations, designations and other instruments, and the properties covered and the units created thereby, which relate to Subject Properties, and all rights and benefits thereunder or derived therefrom.

c. All personal property, fixtures, equipment and improvements, located on or related to the Subject Properties used, useful or held for future use in connection with the exploration or development or operation thereof or in connection with the production or handling or treating or storing or transportation or petroleum or minerals produced therefrom or attributable thereto.

d. All other property, leases, contracts, agreements, interests and rights, incident, related or appurtenant to any of the lands or leaseholds or properties or interests described or referred to in Exhibit A, and all privileges, licenses, license agreements, permits, easements and rights of way, of every kind and nature pertaining to or used or useful in connection with or incident to the Subject Properties, in whole or part, and any and all renewals and extensions of any of them.

2. The effective date of this conveyance and assignment shall be February 1, 1988. LaBarge shall be entitled to any amount realized from and accruing to the Subject Properties subsequent to the Effective Date. NARCO shall be entitled to all the amounts realized from and accruing to the Subject Properties prior to the Effective Date. Notwithstanding anything herein to the contrary, LaBarge shall be entitled to all proceeds of production attributable to the interests of NARCO which proceeds have been held in suspense by the

225937

RECORDED Sept. 6 1989 10:30A M
IN BOOK 83 O&G PAGE 665
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

purchaser of production from the Subject Properties as a result of the lien filed by Jesse Gault d/b/a Jesse Gault Construction.

3. NARCO does hereby warrant title to the interests set forth in Exhibit A against the claims of all persons claiming by, through, or under NARCO, but not otherwise, and LaBarge shall be fully subrogated to the rights of NARCO under all warranties of title previously made by others.

4. All taxes for 1988 levied against the subject properties shall be prorated between the NARCO and LaBarge as of the Effective Date.

5. This Assignment, Bill of Sale and Agreement is expressly made subject to the terms of that certain Settlement Agreement between NARCO and LaBarge dated February 22, 1988. The terms of the Settlement Agreement are not intended to and will not merge into this Assignment, Bill of Sale and Agreement.

6. This Assignment, Bill of Sale and Agreement is to be recorded with the County Clerk and Recorder in each county in which the interests in Exhibit A are located. In the event those interests relate to a federal or state oil and gas lease, appropriate assignments on approved forms will be filed with the proper state or Bureau of Land Management office to reflect this transaction. Such assignment forms shall not be construed as an additional grant but are intended solely to properly reflect in the appropriate government office the assignments made herein.

NORTH AMERICAN RESOURCES COMPANY

ATTEST:
CORPORATE SEAL
NORTH AMERICAN RESOURCES COMPANY

Patricia Green,
Assistant Secretary

By: R P Madison
R. P. Madison
Title: President

ACKNOWLEDGMENT

STATE OF MONTANA)
)SS.
COUNTY OF SILVER BOW)

The foregoing instrument was acknowledged before me by R. P. Madison, as President of NORTH AMERICAN RESOURCES COMPANY, a corporation, this 30th day of August, 1988XX 1989.

Witness my hand and official seal.

Mary K Thompson
Notary Public
Residing at: Butte, Montana

NOTARIAL SEAL
STATE OF MONTANA

My Commission Expires: 11-17-89

Exhibit A

Attached to and made part of that Assignment, Bill of Sale, and Agreement effective February 1, 1988, between North American Resources Company, as Assignor, and LaBarge Minerals, Inc., Assignee.

LEASE NUMBER LEASE DATE	WELL NAME	LAND DESCRIPTION
U.S.A. W-54466 5-4-76	Veal Federal 10-20	Township 28 North, Range 111 West, 6th P.M. * Section 20: NW4 From the surface of the earth to the stratigraphic equivalent of 11,522 feet as encountered in the Veal Federal 10-20 Well, located in the SW4NW4 of said Section 20. containing 160.00 acres, more or less Sublette County, Wyoming
U.S.A. W-53094 1-1-76	Federal 40-33	Township 27 North, Range 111 West, 6th P.M. * Section 33: Lot 3, Lot 4, N2SE4 Limited in depth from the surface of the earth down to the stratigraphic equivalent of a depth of 10,035 feet as encountered in the Federal 30-33 Well. located in the SW4 of said Section 33. containing 143.57 acres, more or less Sublette County, Wyoming
U.S.A. W-57837 3-1-73	Haun Federal 10-9	Township 26 North, Range 111 West, 6th P.M. * Section 9: NW4 Limited in depth from the surface of the ground to the stratigraphic equivalent of a depth of 9,882 feet as encountered in the Haun Federal 10-9 Well, located in the NE4NW4 of said Section 9. containing 160.00 acres, more or less Sweetwater County, Wyoming
U.S.A. W-38503 3-1-73	Haun Federal 40-5	Township 26 North, Range 111 West, 6th P.M. * Section 5: SE4 From the surface of the ground down to the stratigraphic equivalent of 9,747 feet as found in the Hanson-Federal 20-8 Well, located in the NE4NE4 of Section 8-T26N-R111W. containing 160.00 acres, more or less Lincoln County, Wyoming

LEASE NUMBER LEASE DATE	WELL NAME	LAND DESCRIPTION
U.S.A. W-64986 10-1-78	Federal 20-14	Township 27 North, Range 112 West, 6th P.M. *Section 14: NE4 From the surface of the earth down to the stratigraphic equivalent of total depth drilled in the Federal 20-14 Well, located in the SW4NE4 of said Section 14. containing 160.00 acres, more or less Sublette County, Wyoming
U.S.A. W-38071 2-1-73	Chorney Federal 30-21	Township 28 North, Range 111 West, 6th P.M. *Section 21: SW4 From the surface of the earth to the stratigraphic equivalent of 12,150 feet as encountered in the Chorney Federal 30-21 Well, located in the SE4SW4 of said Section 21. containing 160.00 acres, more or less Sublette County, Wyoming

*This "Assignment, Bill of Sale, and Agreement" covers the above described lands and wells only and does not convey any interests in other lands which may be included in the above leases.

NOTICE OF OPTION TO LEASE

THIS NOTICE OF OPTION TO LEASE made this 24th day of July, 19 89, by and between Frances M. Johnson, a single woman

%Robert V. Thompson, Box 220, Big Piney, WY 83113

hereinafter referred to as Grantor; and Perma Land Company

355 Union Blvd., Suite 300, Lakewood, CO 80228

hereinafter referred to as Grantee.

Notice is hereby given that an agreement of even date exists for an Option to Lease for oil and gas by and between the above named parties wherein the above named Grantors have granted the above named Grantee an option to lease the following described land for oil and gas during a specified period and dependent upon the expiration or termination of any currently existing Oil and Gas Lease(s) covering said land:

TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P. M.
Section 3: NE¼SE¼
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼
Section 15: NE¼NE¼, SE¼
Section 22: NE¼NE¼

225940

RECORDED Sept. 6 19 89 10:30 A M
IN BOOK 83 O&G PAGE 669
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

Those persons having a legitimate interest in the details of said Options to Lease for oil and gas may contact either Grantors or Grantee above named.

DATED this 24th day of July, 19 89.

GRANTORS:

X Frances M Johnson
Frances M. Johnson SS# 520-54-9908

GRANTEE: Perma Land Company

General Partner

STATE OF Wyoming)
) ss. Individual
COUNTY OF Sublette)

On this 11th day of August, in the year 1989 before me personally appeared Frances M. Johnson, a single woman, known to me (or proved to me on oath of) to be the person described in and who executed the within instrument, and acknowledged to me that she executed the same.

My commission expires:

December 1 1990

Judy A. Babcock
Notary Public

Judy A. Babcock - Notary Public
County of Sublette
State of Wyoming
My Commission Expires December 1, 1990

STATE OF)
) ss. Individual
COUNTY OF)

On this _____ day of _____, in the year _____ before me personally appeared _____, known to me (or proved to me on oath of) to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

My commission expires:

_____
Notary Public

STATE OF Colorado)
) ss. Partnership
COUNTY OF Jefferson)

On this 25th day of August, in the year 1989, before me, _____, a Notary Public, personally appeared Steven R. Dille, known to me to be the General Partner of the Partnership that is described and that executed the within instrument, and acknowledged to me that such Partnership executed the same.

My commission expires:

8-11-93

Bonnie K. Miller
Notary Public

BONNIE K. MILLER NOTARY PUBLIC STATE OF COLORADO

NOTICE OF OPTION TO LEASE

THIS NOTICE OF OPTION TO LEASE made this 24th day of July, 19 89, by and between James P. Walker and Evelyn M. Walker, husband and wife Box 284, White Sulphur Springs, MT 59645, hereinafter referred to as Grantor; and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, hereinafter referred to as Grantee.

Notice is hereby given that an agreement of even date exists for an Option to Lease for oil and gas by and between the above named parties wherein the above named Grantors have granted the above named Grantee an option to lease the following described land for oil and gas during a specified period and dependent upon the expiration or termination of any currently existing Oil and Gas Lease(s) covering said land:

225941

TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P. M.
Section 8: S½NW¼, NE¼SW¼, NW¼SE¼

RECORDED Sept. 6 IN 89 10:30 A M
IN BOOK 83 O&G PAGE 671
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mau Riley

Those persons having a legitimate interest in the details of said Options to Lease for oil and gas may contact either Grantors or Grantee above named.

DATED this 24th day of July, 19 89.

GRANTORS:

X James P. Walker
James P. Walker SS# 520-14-2982

X Evelyn M. Walker
Evelyn M. Walker SS# 517-36-2716

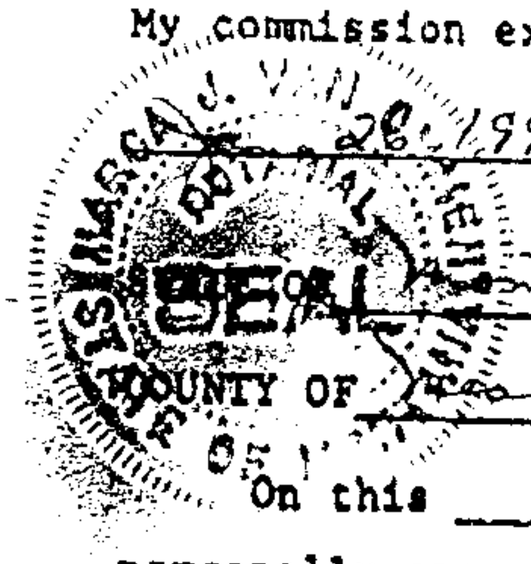
GRANTEE: Perma Land Company

BY:
General Partner

STATE OF Montana)
) ss. Individual
COUNTY OF Meagher)

On this 7 day of August, in the year 1989 before me personally appeared James P. Walker and Evelyn M. Walker, husband and wife, known to me (or proved to me on oath of) to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same.

My commission expires: Mary J. Van Orman
Notary Public



STATE OF)
) ss. Individual
COUNTY OF)

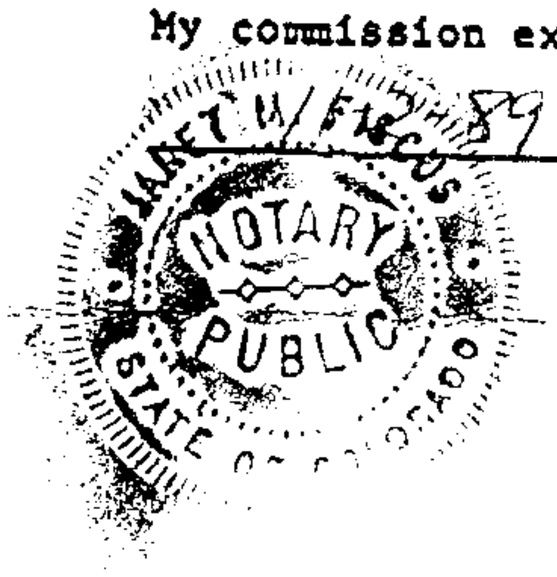
On this day of , in the year before me personally appeared , known to me (or proved to me on oath of) to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

My commission expires:
Notary Public

STATE OF Colorado)
) ss. ~~Corporation~~ Partnership
COUNTY OF Jefferson)

On this 24th day of August, in the year 1989, before me, , a Notary Public, personally appeared Steven R. Dille, known to me to be the General ~~President~~ Partner of the ~~corporation~~ Partnership that is described and that executed the within instrument, and acknowledged to me that such ~~corporation~~ Partnership executed the same.

My commission expires: Janet M. Fiscus
Notary Public



NOTICE OF OPTION TO LEASE

THIS NOTICE OF OPTION TO LEASE made this 24th day of July, 1989, by and between Robert V. Thompson and Bette M. Thompson, husband and wife Box 220, Big Piney, WY 83113, hereinafter referred to as Grantor; and Perma Land Company 355 Union Blvd., Suite 300, Lakewood, CO 80228, hereinafter referred to as Grantee.

Notice is hereby given that an agreement of even date exists for an Option to Lease for oil and gas by and between the above named parties wherein the above named Grantors have granted the above named Grantee an option to lease the following described land for oil and gas during a specified period and dependent upon the expiration or termination of any currently existing Oil and Gas Lease(s) covering said land:

TOWNSHIP 30 NORTH, RANGE 114 WEST, 6th P. M.
Section 3: NE¼SE¼
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼
Section 15: NE¼NE¼, SE¼
Section 22: NE¼NE¼

225942

RECORDED Sept. 6 1989 10:30 AM
IN BOOK 83 O & G PAGE 673
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

Those persons having a legitimate interest in the details of said Options to Lease for oil and gas may contact either Grantors or Grantee above named.

DATED this 24th day of July, 1989.

GRANTORS:

X Robert V. Thompson
Robert V. Thompson SS# 520-16-3868

X Bette M. Thompson
Bette M. Thompson SS# 520-64-2104

GRANTEE: Perma Land Company

General Partner

STATE OF Wyoming)
) ss. Individual
COUNTY OF Sublette)

On this _____ day of _____, in the year _____ before me personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife, known to me (or proved to me on oath of _____) to be the person_s_ described in and who executed the within instrument, and acknowledged to me that _the_y executed the same.

My commission expires:
December 1, 1990

Judy A. Babcock
Notary Public

Judy A. Babcock - Notary Public
County of Sublette — State of Wyoming
My Commission Expires December 1, 1990

STATE OF _____)
) ss. ~~Individual~~
COUNTY OF _____)

On this _____ day of _____, in the year _____ before me personally appeared _____, known to me (or proved to me on oath of _____) to be the person__ described in and who executed the within instrument, and acknowledged to me that __he__ executed the same.

My commission expires:

_____
Notary Public

STATE OF Colorado)
) ss. Partnership
COUNTY OF Jefferson)

On this 25th day of August, in the year 1989, before me, _____, a Notary Public, personally appeared Steven R. Dille, known to me to be the General Partner of the Partnership that is described and that executed the within instrument, and acknowledged to me that such executed the same.

My commission expires:
8-11-93

Connie K. Mills
Notary Public

NOTARY PUBLIC — CONNIE K. MILLS — STATE OF COLORADO

Form [redacted]

RATIFICATION OF OIL AND GAS MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of ONE DOLLAR, ($1.00), to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated June 22, 1989, executed by Kathleen Anne Miller, a single woman

225943

to Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, covering the

Township 29 North, Range 112 West, 6th P.M.
Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 8: E½
Section 9: W½W½

RECORDED Sept. 6 1989 10:30 AM
IN BOOK 83 O&G PAGE 675
FEES Free Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

of Section xxxxxxxxxxx, Township xxxxxxxxxxx Range xxxxxxxxxxx

Sublette County, State of Wyoming, and recorded in Book _____ of Oil and Gas Page _____ of the records of said County; the undersigned hereby fully recognize said oil and gas lease as being in full force and effect as though the undersigned had personally signed, sealed and acknowledged the same.

Dated this 22nd day of June 19 89

X Priscilla M. Kysar
Priscilla M. Kysar, formerly known as Priscilla Miller, as Guardian of the Estate of Kathleen Anne Miller, also known as Kathleen Ann Miller

Attest _____ Secretary

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 28th day of July, 19 89, personally appeared Priscilla M. Kysar, formerly known as Priscilla Miller, as Guardian of the Estate of Kathleen Anne Miller, also known as Kathleen Ann Miller

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 Nov. 12, 1991

Ola A. Miley
Notary Public

County of Sublette, State of Wyoming
My Commission Expires Nov. 12, 1991

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

My commission expires _____ Notary Public.

No. 950CP-1 Rev. 1971.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of June, 19 89, by and between Kathleen Anne Miller, a single woman Box 243, Daniel, WY 83115 party of the first part, hereinafter called lessor, (whether one or more) and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, party of the second part, hereinafter called lessee. ********** Dollars

WITNESSETH: That the lessor for and in consideration of Ten and more ($10.00+)********** 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 112 WEST, 6th P.M.

Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 8: E½
Section 9: W½W½

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 Six hundred eighty (680.00)********** 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~~ three(3) 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 Key Bank at Box 428, Big Piney, WY 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 Six hundred eighty and no/100ths********** Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well 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 [redacted] production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted [redacted] approved by any governmental agency by exec[redacted]ume upon request of lessee.

[redacted]

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and [illegible] 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 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, 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. 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.

x Kathleen Anne Miller

Kathleen Anne Miller SS# 520-70-5607

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 23rd day of June, 1989

by Kathleen Anne Miller, a single woman

Witness my hand and official seal.

Karen Ohres
Notary Public

My commission expires: October 6, 1992

Pinedale, Wyo. - Sublette County
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

225945

State of Wyoming
Sublette County } ss.

This instrument was filed for record on the 6 day of Sept. 1989
at 10:45 o'clock, A. M., and duly recorded
in Book 83, Page 676, of the records
of this office.

Mary L. Lubbes
County Clerk—Register of Deeds.

By Mary Riley Deputy.

When recorded return to

677

EXHIBIT A

Attached to and made a part of that Oil and Gas Lease dated June 22, 1989 between Kathleen Anne Miller, a single woman, as lessor, and Perma Land Company, as lessee

1. No well site location shall exceed two and one-half acres.

2. Upon completion of drilling any and all wells, drilling mud shall be removed and location site shall be reseeded and restored, as near as possible, to its original condition.

3. Lessee shall fence around all location sites and on both sides of any and all roadways which it may build on the within described lands.

4. Drilling operations on creek bottom lands and irrigated meadows shall be allowed only from the 15th day of October to the 1st day of March. However, drilling operations may be conducted at any time of year on lands lying above the flood plain.

5. Any irrigation ditches which may be disturbed by Lessee's operations on said lands shall be reconstructed to carry water as to the original contour.

Signed for Identification

x Kathleen Anne Miller
Kathleen Anne Miller

No. 950CP-I [redacted] OIL [redacted] S LEASE [redacted]

AGREEMENT, Made and entered into this 22nd day of June, 19 89, by and between Robert M. Miller, Jr. and Tara L. Miller, husband and wife Box 67, Big Piney, WY 83113, party of the first part, hereinafter called lessor, (whether one or more) and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, party of the second part, hereinafter called lessee. ********** Ten and more ($10.00+) ********** 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 112 WEST, 6th P. M.
Section 4: W½SW¼ Section 9: W½W½
Section 5: E½SE¼, SW¼SE¼
Section 8: E½

See EXHIBIT "A" attached hereto and made a part hereof

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 Six hundred eighty (680.00) ********** 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~~ Four (4) 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 ~~[illegible]~~ 16% 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 ~~[illegible]~~ 16% of the gas sold or used, provided that on gas sold the royalty shall be ~~[illegible]~~ 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 Key Bank at Box 428, Big Piney, WY 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 Six hundred eighty and no/100ths ********** Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well 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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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 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 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 benefitting 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.

WITNESS our hands as of the day and year first above written.

X Robert M. Miller Jr.

Robert M. Miller, Jr. SS# 520-54-9601

S. S. #

S. S. #

X Tara L. Miller

Tara L. Miller SS# 520-68-4671

S. S. #

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 24th day of July, 19 89,
by Robert M. Miller, Jr. and Tara L. Miller, husband and wife
Witness my hand and official seal.

OLA A. MILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

Ola A. Miley
Notary Public

My commission expires: November 12, 1991

Big Piney, Wyoming
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

225947

State of Wyoming }
Sublette County } ss.

This instrument was filed for record on the 6 day of Sept., 19 89
at 11:00 o'clock, A M., and duly recorded
in Book 83, Page 679, of the records
of this office.

Mary L. Lubbert
County Clerk—Register of Deeds.

By Marie Riley
Deputy.

When recorded return to

EXHIBIT A

Attached to and made a part of that Oil and Gas Lease dated June 22, 1989 between Robert L. Miller, Jr. and Tara L. Miller, husband and wife, as lessor, and Perma Land Company, as lessee

1. No well site location shall exceed two and one-half acres.

2. Upon completion of drilling any and all wells, drilling mud shall be removed and location site shall be reseeded and restored, as near as possible, to its original condition.

3. Lessee shall fence around all location sites and on both sides of any and all roadways which it may build on the within described lands.

4. Drilling operations on creek bottom lands and irrigated meadows shall be allowed only from the 15th day of October to the 1st day of March. However, drilling operations may be conducted at any time of year on lands lying above the flood plain.

5. Any irrigation ditches which may be disturbed by Lessee's operations on said lands shall be reconstructed to carry water as to the original contour.

Signed for Identification

X _____
Robert M. Miller, Jr.

X _____
Tara L. Miller

No. 95(CP-1 Rev. 1971.

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OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of June, 19 89, by and between Matthew Daniel Miller, a single man Box 311, Daniel, WY 83115, party of the first part, hereinafter called lessor, (whether one or more) and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more ($10.00+) ********** 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 112 WEST, 6TH P.M.
Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 8: E½
Section 9: W½W½

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 Six hundred eighty (680.00) ********** 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~~ three (3) P.D.T. 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 First National Bank at Box 519, Pinedale, WY 82941, 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 Six hundred eighty and no/100ths********** Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well 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 casing.

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.

[redacted] [redacted] [redacted]

9. In addition to and not in limitation of the rights granted in paragraph [redacted] hereof, lessee is hereby granted the right and option [redacted] 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 or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of [illegible] pressure 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 in 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 [illegible] existing, leased, [illegible] sold [illegible] described lands [illegible] event [illegible] rights of the 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.

X Matthew Daniel Miller >>>>>

Matthew Daniel Miller SS#520-70-5640

S. S. #

S. S. #

S. S. #

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 23rd day of June, 19 89,

by Matthew Daniel Miller, a single man.

Witness my hand and official seal.

Notary Public

Sublette County

Place of Residence

My commission expires: 10-6-92

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

225950

State of Wyoming }
Sublette County } ss.

This instrument was filed for record on the 6 day of Sept., 19 89, at 11:00 o'clock, A M., and duly recorded in Book 83, Page 682, of the records of this office.

Mary L Lanham
County Clerk & Register of Deeds.

By Mary Ruby Deputy.

When recorded return to

683

EXHIBIT A

Attached to and made a part of that Oil and Gas Lease dated June 22, 1989 between Matthew Daniel Miller, a single man, as lessor, and Perma Land Company, as lessee

1. No well site location shall exceed two and one-half acres.

2. Upon completion of drilling any and all wells, drilling mud shall be removed and location site shall be reseeded and restored, as near as possible, to its original condition.

3. Lessee shall fence around all location sites and on both sides of any and all roadways which it may build on the within described lands.

4. Drilling operations on creek bottom lands and irrigated meadows shall be allowed only from the 15th day of October to the 1st day of March. However, drilling operations may be conducted at any time of year on lands lying above the flood plain.

5. Any irrigation ditches which may be disturbed by Lessee's operations on said lands shall be reconstructed to carry water as to the original contour.

Signed for Identification

X Matthew Daniel Miller
Matthew Daniel Miller

Form [redacted]

RATIFICATION OF OIL AND GAS MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of ONE DOLLAR, ($1.00), to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated June 22, 1989, executed by Matthew Daniel Miller, a single man

225952

to Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, covering the

Township 29 North, Range 112 West, 6th P.M.
Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 8: E½
Section 9: W½W½

RECORDED Sept. 6 '89 11:00 A.M.
IN BOOK 83 O&G PAGE 685
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Bailey

of Section XXXXXXXXXXX, Township XXXXXXXXXXX Range XXXXXXXXXXX

Sublette County, State of Wyoming, and recorded in Book ____ of Oil and Gas Page ____ of the records of said County; the undersigned hereby fully recognize said oil and gas lease as being in full force and effect as though the undersigned had personally signed, sealed and acknowledged the same.

Dated this 22nd day of June 19 89

X Priscilla M. Kysar
Priscilla M. Kysar, formerly known as Priscilla Miller, as Guardian of the Estate of Matthew Daniel Miller

Attest _____ Secretary

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 28th day of July, 19 89, personally appeared Priscilla M. Kysar, formerly known as Priscilla Miller, as Guardian of the Estate of Matthew Daniel Miller

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 November 12, 1991

Ola A. Miley
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

My commission expires _____

Notary Public.

685

686

No. 950CP-1 Rev. 1971.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of June, 19 89, by and between Patricia M. Roberts and Shad Z. Roberts, wife and husband

Box 11, Daniel, WY 83115

party of the first part, hereinafter called lessor, (whether one or more) and Perma Land Company, 355 union Blvd., Suite 300, Lakewood, CO 80228, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more ($10.00+)********** 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 112 WEST, 6th P.M.

Section 4: W½SW¼ Section 9: W½W½

Section 5: E½SE¼, SW¼SE¼

Section 8: E½

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 Six hundred eighty (680.00)********** 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 ~~XX~~ three (3) 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 Key Bank at Box 428, Big Piney, WY 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 Six hundred eighty and no/100ths********** Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well 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 le[redacted]proved by any governmental agency by executing [redacted]pon request of lessee.

[redacted]

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 for his royalty interest therein bears to the total acreage in 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, to prevent waste and secure maximum 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 benefitting 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, 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 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.

x Patricia M Roberts
Patricia M. Roberts SS# 520-70-5624

S. S. #

S. S. #

x Shad Z. Roberts
Shad Z. Roberts SS# 520-68-4417

S. S. #

S. S. #

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 23rd day of June, 19 89,
by Patricia M. Roberts and Shad Z. Roberts, wife and husband
Witness my hand and official seal.

Marlisa Bayley
Notary Public
Sublette County
Place of Residence

My commission expires: 10-16-92

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

225953

State of Wyoming
County of Sublette

This instrument was filed for record on the 6 day of Sept. 1989,
at 11:00 o'clock, A M., and duly recorded
in Book 83, Page 686, of the records
of this office.

Mary L Lundgren
County Clerk—Register of Deeds.
By Mary Riley Deputy.

When recorded return to

687

Form T1 688

RATIFICATION OF OIL AND GAS MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of ONE DOLLAR, ($1.00), to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated June 22, 1989, executed by Patricia M. Roberts and Shad Z. Roberts, husband and wife

225955

to Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, covering the

Township 29 North, Range 112 West, 6th P.M.
Section 4: W½SW¼
Section 5: E½SE¼, SW¼SE¼
Section 8: E½
Section 9: W½W½

RECORDED Sept. 6 1989 11:00 AM
IN BOOK 83 O&G PAGE 688
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

of Section XXXXXXXXXXX, Township XXXXXXXXXXX Range XXXXXXXXXXX

Sublette County, State of Wyoming, and recorded in Book ____ of Oil and Gas Page ____ of the records of said County; the undersigned hereby fully recognize said oil and gas lease as being in full force and effect as though the undersigned had personally signed, sealed and acknowledged the same.

Dated this 22nd day of June 19 89

X Priscilla M. Kysar
Priscilla M. Kysar, formerly known as Priscilla Miller, as Guardian of the Estate of Patricia Mildred Miller, now known as Patricia M. Roberts

Attest
Secretary

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 28th day of July, 19 89, personally appeared Priscilla M. Kysar, formerly known as Priscilla Miller, as Guardian of the Estate of Patricia Mildred Miller, now known as Patricia M. Roberts

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 Dec 12, 1991

Ola A. Miley
Notary Public

Ola A. Miley NOTARY PUBLIC County of Sublette State of Wyoming My Commission Expires Dec. 12, 1991

STATE OF ____
COUNTY OF ____ } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 28th day of July, 19 89, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Priscilla M. Kysar, ____, ____ 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

My commission expires ____

Notary Public.

[redacted]

OIL A[redacted]S LEASE

[redacted]

AGREEMENT, Made and entered into this 22nd day of June, 19 89, by and between Priscilla M. Kysar, a married woman dealing in her sole and separate property

Box 1011, Big Piney, WY 83113

party of the first part, hereinafter called lessor, (whether one or more) and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228, party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more ($10.00+)********** 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 ga. 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 112 WEST, 6th P.M.

Section 4: W½SW¼ Section 9: W½W½
Section 5: E½SE¼, SW¼SE¼
Section 8: E½

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 Six hundred eighty (680.00)********** 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~~ three (3) 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 Key Bank at Box 428, Big Piney, WY 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 Six hundred eighty and no/100ths********** Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well 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 fir.. 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.

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 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 pressure and recovery of the greatest ultimate yield of oil and 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, mortgages or other liens existing, levied, or assessed on or against the above described lands. 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.

X Priscilla M. Kysar

Priscilla M. Kysar SS# 520-42-2837

_____ 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 25th day of June, 1989,

by Priscilla M. Kysar a married woman dealing in her sole and separate property

Witness my hand and official seal.

HELEN E. MEEKS NOTARY PUBLIC
County of Lincoln State of Wyoming
My Commission Expires Feb. 14, 1990

My commission expires: 2-14-1990

Helen E Meeks
Notary Public

LaBarge Wyoming
Place of Residence

UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming }
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

225956

State of Wyoming }
Sublette County } ss.

This instrument was filed for record on the 6 day of Sept., 1989
at 11:05 o'clock, A M., and duly recorded
in Book 83, Page 689, of the records
of this office.

Mary L Lunsford
County Clerk—Register of Deeds.

By Mary Riley
Deputy.

When recorded return to

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-98373

Lease Effective Date
(Anniversary Date)
April 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Four G Oil Company
   Street 3606 Ridgecrest
   City, State, ZIP Code Casper, WY 82604

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 110 West, 6th P.M. Section 4: S½ 9: All 10: N½ 15: NE¼, W½, N½SE¼, SW¼SE¼ 22: All Containing 2520.00 Acres Sublette County, Wyoming	25%	25%	0%	0%	1%

225971

RECORDED Sept. 7 19 89 9:15 A.M.
IN BOOK 83 of G PAGE 691
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

691

629

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.
2. This information will be used to create and maintain oil and gas/geothermal lease activity.
3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

NOTARY STATEMENT

COUNTY OF NATRONA)
) SS
STATE OF WYOMING)

On August 25, 1989, before the undersigned, a Notary Public for the State of Wyoming, personally appeared Thomas A. Galles, President of EMC Energies, Inc., known to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that HE executed the same.

Marilyn Garberg - Notary Public
County of Natrona
My Commission Expires Sept. 29, 1992

Marilyn D Garberg
NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me 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 89

Name of Assignor as shown on current lease EMC Energies, Inc.
Please type or print

Assignor Thomas A. Galles, President

ATTEST: Kathy Sledge, Secretary

P.O. Box 1460
(Assignor's Address)

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 25th day of August, 19 89

Four G Oil Company

Assignee Thomas A Galles

or Thomas A. Galles, Partner

Attorney-in-fact _____
(Signature)

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

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-82299

Lease Effective Date
(Anniversary Date)
February 1, 1983

New Serial No

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Four G Oil Company
   Street 3606 Ridgecrest
   City, State, ZIP Code Casper, WY 82604

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 110 West, 6th P.M. Section 11: NW¼, W½SW¼ 26: S½ 29: S½ 30: Lots 3,4, E½SW¼, SE¼ 31: Lots 1,2,3,4, S½NE¼, E½W½, SE¼ 34: N½ 35: S½NW¼, SW¼ Containing 2287.98 Acres Sublette County, Wyoming	25%	25%	0%	0%	1%

225972

RECORDED Sept. 7 AD 89 9:15A M
IN BOOK 83 OF G PAGE 693
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

693

694

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation of 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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Year Year Year

Part A (Continued) ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

NOTARY STATEMENT

COUNTY OF NATRONA)
) SS
STATE OF WYOMING)

On August 25, 1989, before the undersigned, a Notary Public for the State of Wyoming, personally appeared Thomas A. Galles, President of EMC Energies, Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that HE executed the same.

Marilyn Carberg Notary Public

My Commission Expires Sept 2y, 1992

Marilyn Darberg
NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me 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 89

Name of Assignor as shown on current lease: EMC Energies, Inc.
Please type or print

Assignor Thomas A. Galles

Thomas A. Galles, President

ATTEST: Kathy S. Leger

Kathy S. Leger, Secretary

P.O. Box 1460
(Assignor's Address)

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 25th day of August, 19 89

Assignee Thomas A. Galles
or Thomas A. Galles, Partner

Attorney-in-fact
(Signature)

Four G Oil Company

Title 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 repr[redacted] as to any matter within its jurisdiction.

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-111289

Lease Effective Date
(Anniversary Date)
June 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Four G Oil Company
3606 Ridgecrest
Casper, WY 82604

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 110 West, 6th P.M. Section 19: SE¼ 20: S½ 22: S½ 23: SW¼ 26: N½NW¼, SW¼NW¼ 27: N½ 28: N½ 29: N½ 30: NE¼ Containing 2200.00 Acres Sublette County, Wyoming	12.5%	12.5%	0%	0%	.5%

225973

RECORDED Sept. 7 19 89 9:15 A M
IN BOOK 83 O.G PAGE 695
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____,

☐ Assignment approved for land description indicated on reverse of this form.

By _____ (Authorized Officer) (Title) _____ (Date)

Tear

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

Tear

695

696

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

NOTARY STATEMENT

COUNTY OF NATRONA)
) SS
STATE OF WYOMING)

On August 25, 1989, before the undersigned, a Notary Public for the State of Wyoming, personally appeared Thomas A. Galles, President of EMC Energies, Inc., known to me to be the person whose name is subscribed to the within instrument and, acknowledged that HE executed the same.

Marilyn Garberg Notary Public
County of Natrona
State of Wyoming
My Commission Expires Sept. 29, 1992

Marilyn D. Garberg
NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me 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 89

Name of Assignor as shown on this lease: EMC Energies, Inc.
Please type or print

Assignor: Thomas A. Galles, President
ATTEST: Kathy Steeger, Secretary

P.O. Box 1460
(Assignor's Address)

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 25th day of August, 19 89

Four G Oil Company

Assignee: Thomas A. Galles
or Thomas A. Galles, Partner
Attorney-in-fact
(Signature)

Title 18 U.S.C. S[redacted]kes it a crime for any person knowingly and willf[redacted]e to any Department or agency of the United States any false, fictitious or fraudulent statements or rep[redacted] as to any matter within its jurisdiction.

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] ROVED
OMB NO 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No
WYW-106157

Lease Effective Date
(Anniversary Date)
August 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Four G Oil Company
   Street 3606 Ridgecrest
   City, State, ZIP Code Casper, WY 82604

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 2: S½ Containing 320.00 Acres Sublette County, Wyoming	25%	25%	0%	0%	.75%

225974

RECORDED Sept. 7 19 89 9:15 A.M.
IN BOOK 93 O&G PAGE 697
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By _____ (Authorized Officer) _____ (Title) _____ (Date)

Tear

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
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697

PAPERWORK REDUCTION ACT STATEMENT

698

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2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear — Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

NOTARY STATEMENT

COUNTY OF NATRONA)
) SS
STATE OF WYOMING)

On August 25, 1989, before the undersigned, a Notary Public for the State of Wyoming, personally appeared Thomas A. Galles, President of EMC Energies, Inc., known to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that HE executed the same.

Marilyn Garberg - Notary Public
County
Natrona

My Commission Expires Sept 29, 1992

Marilyn Garberg
NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me 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 89

Name of Assignor as shown on current lease: EMC Energies, Inc.
Please type or print

Assignor: Thomas A. Galles
Thomas A. Galles, President
ATTEST: Kathy Sledger
Kathy Sledger, Secretary
P.O. Box 1460
(Assignor's Address)
Casper, WY 82602
(City) (State) (Zip Code)

Executed this 25th day of August, 19 89

Four G Oil Company

Assignee: Thomas A. Galles
or Thomas A. Galles, Partner
Attorney-in-fact
(Signature)

Title 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 to any matter within its jurisdiction.

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No
WYW-111775

Lease Effective Date
(Anniversary Date)
August 1, 1988
New Serial No

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Four G Oil Company
   Street 3606 Ridgecrest
   City, State, ZIP Code Casper, WY 82604

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ 7: Lots 1,2,3,4, E½, E½W½ Township 29 North, Range 109 West, 6th P.M. Section 1: Lots 1,2,3,4, S½N½, S½ 12: W½ Containing 2166.61 Acres Sublette County, Wyoming	25%	25%	0%	0%	.75%

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

225975

RECORDED Sept. 7 1989 9:00 A.M.
IN BOOK 83 O&G PAGE 699
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

Assignment approved effective _____

By _____ (Authorized Officer) _____ (Title) _____ (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

699

700

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear — Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed

NOTARY STATEMENT

COUNTY OF NATRONA)
) SS
STATE OF WYOMING)

On August 25, 1989, before the undersigned, a Notary Public for the State of Wyoming, personally appeared Thomas A. Galles, President of EMC Energies, Inc., known to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that HE executed the same.

Marilyn Gerberg Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 29, 1992

Marilyn Gerberg
NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me 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, 1989

Name of Assignor as shown on current lease: EMC Energies, Inc.
Please type or print

Assignor: Thomas A. Galles

Thomas A. Galles, President

ATTEST: Kathy Sheeger

Kathy Sheeger, Secretary

P.O. Box 1460
(Assignor's Address)

Casper, WY 82602
(City) (State) (Zip Code)

Executed this 25th day of August, 1989

Four G Oil Company

Assignee: Thomas A. Galles

or Thomas A. Galles, Partner

Attorney-in-fact _____
(Signature)

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

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Francis M. Johnson as Lessor, and John J. Christmann as Lessee, dated April 27, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

and containing 40.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 482.

WITNESS the following signatures this 11th day of August ✓, 1989.

225977

RECORDED Sept. 7 19 89 10:30 A M
IN BOOK 83 O&G PAGE 701
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Sherman H. Norton

Sherman H. Norton

STATE OF Texas ✓]
] ss.
COUNTY OF Lubbock ✓]

THE FOREGOING instrument was acknowledged before me this 11th day of August ✓, 1989, by Sherman H. Norton.

WITNESS my hand and notarial seal.

My Commission Expires 4-9-92 ✓

Pat Farrell ✓
Notary Public

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Jennie B. Jordan and Theodore L. Jordan, her husband, Dorothy B. Newcomb, sometimes also known as Dorothea B. Newcomb, a single person, and Jacqueline J. Wilson, as Lessor, and American Quasar Petroleum Co., as Lessee, dated April 16, 1982, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 23: NE4NW4
Section 24: W2NW4, SW4, SE4

and containing 480.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 65 of Photos, at Page 519.

WITNESS the following signatures this 16th day of August, 1989.

RECORDED Sept. 7 19 89 10:30 A.M.
IN BOOK 83 O&G PAGE 702
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Wolverine Exploration Company
as Successor-In-Interest to
American Quasar Petroleum Co.

ATTEST: X

By: X
Glenn A. Adams
Attorney-in-Fact

225978

STATE OF Texas]
] ss.
COUNTY OF Tarrant]

THE FOREGOING instrument was acknowledged before me this 16th day of August, 1989, by Glenn A. Adams as Attorney-in-Fact of Wolverine Exploration Company as Successor-In-Interest to American Quasar Petroleum Co.

WITNESS my hand and notarial seal.

My Commission Expires 1-9-93

Lela Lenning
Notary Public

LELA LENNING

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Jennie B. Jordan and Theodore L. Jordan, her husband, Dorothy B. Newcomb, sometimes also known as Dorothea B. Newcomb, a single person, and Jacqueline J. Wilson, as Lessor, and American Quasar Petroleum Co., as Lessee, dated April 16, 1982, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 23: NE4NW4
Section 24: W2NW4, SW4, SE4

and containing 480.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 65 of Photos, at Page 519.

WITNESS the following signatures this 21st day of August, 1989.

Bergen Oil Company (1978)

ATTEST: X _____ By: X _____ (1978)
John J. Redfern III, Partner

STATE OF Texas]
] ss.
COUNTY OF Midland]

THE FOREGOING instrument was acknowledged before me this 22nd day of August, 1989, by John J. Redfern III as Partner of Bergen Oil Company. (1978)

WITNESS my hand and notarial seal.

My Commission Expires 5-31-93

Doris Williams
Notary Public Doris Williams
Midland County, Texas

225979

RECORDED Sept. 7 1989 10:30 A M
IN BOOK 83 O & G PAGE 703
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

704

9083

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Cross Lazy Two Land & Livestock as Lessor, and John J. Christmann as Lessee, dated April 27, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

and containing 40.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 484.

WITNESS the following signatures this 11th day of August, 1989.

John J. Christmann

X John J. Christmann

STATE OF Texas]
COUNTY OF Lubbock] ss.

THE FOREGOING instrument was acknowledged before me this 14th day of August, 1989, by John J. Christmann.

WITNESS my hand and notarial seal.

My Commission Expires 5/ /

X [illegible]
Notary Public

225980

RECORDED Sept. 7 19 89 10:30 A.M.
IN BOOK 83 O&G PAGE 704
FEES $ Fee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Francis M. Johnson as Lessor, and John J. Christmann as Lessee, dated April 27, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 10: SE4SE4

and containing 40.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 61 of Photos, at Page 482.

WITNESS the following signatures this 7 day of August, 1989.

John J. Christmann

X [signature]

STATE OF Texas]
} ss.
COUNTY OF Harris]

THE FOREGOING instrument was acknowledged before me this 14th day of August, 1989, by John J. Christmann.

WITNESS my hand and notarial seal.

My Commission Expires 2/1/91

[signature]
Notary Public

225981

RECORDED Sept. 7 19 89 10:30 A M
IN BOOK 83 O&G PAGE 705
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

706

9079

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby release, relinquish and surrender all its right, title and interest in and to that certain Oil and Gas Lease by and between Jennie B. Jordan and Theodore L. Jordan, her husband, Dorothy B. Newcomb, sometimes also known as Dorothea B. Newcomb, a single person, and Jacqueline J. Wilson, as Lessor, and American Quasar Petroleum Co., as Lessee, dated April 16, 1982, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 23: NE4NW4
Section 24: W2NW4, SW4, SE4

and containing 480.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 65 of Photos, at Page 519.

WITNESS the following signatures this 18 day of August, 1989.

Vernon T. Delgado

X Vernon T. Delgado

225982

RECORDED Sept. 7 1989 10:30 A.M.
IN BOOK 83 O&G PAGE 706
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Wyoming]
] ss.
COUNTY OF Sublette]

THE FOREGOING instrument was acknowledged before me this 18 day of August, 1989, by Vernon T. Delgado.

WITNESS my hand and notarial seal.

My Commission Expires 10-6-92

Karen Hines
Notary Public

[redacted] [redacted] [redacted]

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 30 North, Range 114 West, 6th P.M.
Section 3: NE4SE4
Section 10: SE4SE4
Section 14: SW4, W2SE4, SW4NE4, S2NW4, NW4NW4
Section 15: NE4NE4, SE4
Section 22: NE4NE4
Containing 720 acres, more or less

225983

FURTHER AFFIANT sayeth not, this 18th of AUGUST, 1989.

RECORDED Sept. 7 AT 89 10:30 A.M.
IN BOOK 83 O&G PAGE 707
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

x Donald Basko
Donald B. Basko

JURAT

SUBSCRIBED AND SWORN to me this 18th of August, 1989.

Notary Public

My commission expires:

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 18th day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires

Notary Public

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 30 North, Range 114 West, 6th P.M.
Section 34: N2NE4, SE4NE4
Section 35: SW4NW4, NW4SW4
Containing 200 acres, more or less

225984

FURTHER AFFIANT sayeth not, this 21st of August 1989.

X Donald B. Basko
Donald B. Basko

RECORDED Sept. 7 1989 10:30 A M
IN BOOK 83 O&G PAGE 708
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

JURAT

SUBSCRIBED AND SWORN to before me this 21st of August, 1989.

My commission expires:

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 21st day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires

(hhc)

Notary Public

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 29 North, Range 114 West, 6th P.M.
Section 2: W2SW4
Section 3: N2SE4
Containing 160 acres, more or less

225985

FURTHER AFFIANT sayeth not, this 21st of August, 1989.

Donald B. Basko

RECORDED Sept. 7 1989 10:30 A M
IN BOOK 83 O&G PAGE 709
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mari Riley

JURAT

SUBSCRIBED AND SWORN to me this 24th of August, 1989.

My commission expires: [illegible]

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 24th day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires_____

(hhc)

Notary Public

709

710

9076

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING }
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW4
Section 2: Lot 3, SE4NW4, E2SW4, S2SE4
Section 11: N2NE4
Section 12: N2NW4

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE4
Section 35: S2SW4
Containing 628.58 acres, more or less

225986

FURTHER AFFIANT sayeth not, this 21st of August, 1989.

RECORDED Sept. 7 IN 89 10:30 A M
IN BOOK 83 of G PAGE 710
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

x Donald B. Basko
Donald B. Basko

JURAT

SUBSCRIBED AND SWORN to me this 24th of August, 1989.

My commission expires:

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 24th day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires

Notary Public

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 30 North, Range 114 West, 6th P.M.
Section 8: E2SE4
Section 9: SE4, S2SW4
Section 15: S2NW4
Section 16: NE4NW4, NW4NE4, E2NE4
Containing 560 acres, more or less

225987

FURTHER AFFIANT sayeth not, this 21st of August, 1989.

X Donald B. Basko
Donald B. Basko

RECORDED Sept 7 1989 10:30 A M
IN BOOK 83 of G PAGE 711
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

JURAT

SUBSCRIBED AND SWORN TO me this 31st of August, 1989.

My commission expires:

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 31st day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires:

Notary Public

(hhc)

712

9044

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 30 North, Range 114 West, 6th P.M.
Section 25: NE4NW4, NE4, E2SE4
Containing 280 acres, more or less

225988

FURTHER AFFIANT sayeth not, this 21st of August, 1989.

x Donald B. Basko
Donald B. Basko

RECORDED Sept. 7 19 89 10:30 A M
IN BOOK 83 O&G PAGE 712
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mari Riley

JURAT

SUBSCRIBED AND SWORN to me this 7th of August, 1989.

My commission expires:

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 7th day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires

Notary Public

(hhc)

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW4
Section 21: E2NE4
Section 22: SE4NE4, W2NE4, NW4
Section 23: SE4NE4, W2NE4, NW4, N2S2
Containing 960 acres, more or less

225989

FURTHER AFFIANT sayeth not, this 21st of August, 1989.

X Donald B. Basko
Donald B. Basko

RECORDED Sept. 7 IN 89 11:00 A.M.
IN BOOK 83 OF G PAGE 713
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

JURAT

SUBSCRIBED AND SWORN to me this 7th of August, 1989.

My commission expires:

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 7th day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires

Notary Public

(hhc)

AFFIDAVIT OF NON-DEVELOPMENT

STATE OF WYOMING]
]
COUNTY OF NATRONA]

DONALD B. BASKO, of lawful age and being first duly sworn, deposes and says:

THAT HE IS THE State Oil and Gas Supervisor at the Wyoming Oil and Gas Conservation Commission, and in such capacity, supervises and is responsible for maintaining all records and reports required by state law regarding the permitting, drilling, plugging, and abandonment of oil and gas wells within the State of Wyoming.

THAT, ACCORDING to the state records and reports aforesaid, no oil, gas, or associated hydrocarbons have been produced from any part of the following described lands in Sublette County, Wyoming; that no development or drilling operations for oil, gas, or associated hydrocarbons are being prosecuted upon these lands; and that none of these lands lie within a unit area outline:

Township 30 North, Range 114 West, 6th P.M.
Section 23: NE4NE4
Section 24: S2, W2NW4, SE4NW4
Containing 480 acres, more or less

225990

FURTHER AFFIANT sayeth not, this 21st of August, 1989.

X Donald B. Basko
Donald B. Basko

RECORDED Sept. 7 1989 11:00 A M
IN BOOK 83 O&G PAGE 714
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

JURAT

SUBSCRIBED AND SWORN to me this 21st of August, 1989.

My commission expires:

Notary Public

STATE OF WYOMING]
]
COUNTY OF NATRONA]

THE FOREGOING instrument was acknowledged before me this 21st day of August, 1989, by Donald B. Basko, State Oil and Gas Supervisor.

WITNESS my hand and notarial seal.

My Commission Expires:

Notary Public

(hhc)

[redacted] [redacted] [redacted]

AMENDMENT OF OIL AND GAS LEASE

THIS AGREEMENT AND AMENDMENT, made and entered into this 4th day of August, 1989, by and between Jennie B. Jordan, "Lessor", and High Plains Energy Company, hereinafter referred to as "Lessee",

WITNESSETH

WHEREAS, Lessor and Lessee each own interests under and subject to that Oil and Gas Lease dated May 23, 1989, entered into by and between Jennie B. Jordan, as "Lessor", and High Plains Energy Company, as "Lessee", covering the following lands situated in Sublette County, Wyoming:

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4
Containing 160.00 acres, more or less

SUCH LEASE being recorded in Book 83, at Page 260 in the records of said County and State, and Lessor and Lessee now desires to amend the said lease by deleting the Exhibit "A" attached thereto in its entirety and by adding the following Exhibit "A" to said lease in its place,

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending said lease, it is now hereby agreed, notwithstanding anything to the contrary in said lease as originally executed that the EXHIBIT "A" attached to said lease is hereby deleted in its entirety and the following EXHIBIT "A" is to be substituted in its place:

EXHIBIT "A"

ADDENDUM TO OIL and gas lease dated May 23, 1989 by and between Jennie B. Jordan, as Lessor, and HIGH PLAINS ENERGY COMPANY, as Lessee, covering the following described lands located in Sublette County, Wyoming, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4
Containing 160.00 acres, more or less

1. THIS IS AN ADDENDUM to the above referenced Oil and Gas Lease, which is a printed form prepared and provided by High Plains Energy Company, Lessee. In the event of a conflict between the provisions of the printed Lease form and this Addendum, the provisions of this Addendum shall apply.

2. DEPTH LIMITATION: The rights granted by this lease cover those depths from the surface of the earth down to the stratigraphic equivalent of the base of the Mesaverde Formation (approximately 4,600 feet), as found in the American Quasar Petroleum Number 33-24 Riley Ridge Federal Well, located in the SE4SW4 of Section 33, Township 30 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

3. LESSEE'S PRIVILEGE of paying a shut-in rental payment in lieu of royalty, as provided by paragraph 3 of the attached lease, shall be subject to the following conditions:

225991

a. If the shut-in occurs and continues from completion of the well, such that no royalty payment has ever been paid on such well's production, the payment of such shut-in rental in lieu of royalty on such well may not maintain this lease in effect for a period of more than three years from the date of the shut-in of such well, and such shut-in rentals in lieu of royalty shall be paid, in advance, as follows:

   1. $2.50 per net mineral acre for the first year of such shut-in;

   2. $4.00 per net mineral acre for the second year of such shut-in; and

   3. $5.00 per net mineral acre for the third year of such shut-in.

b. If the shut-in occurs after royalty payments on production have been made (i.e., such shut-in is an interruption of production), the payment of such shut-in rental in lieu of royalty on such well may not maintain this lease in effect for a period of more than three years from the date of interruption of production payments. Such shut-in rentals in lieu of royalty shall be paid as follows:

RECORDED Sept. 7, 1989 11:00 AM
IN BOOK 83 of G PAGE 715
FEES 10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

1). If the shut-in continues for a period of eleven consecutive months, Lessee shall pay to Lessor at the end of such period, an amount equal to $2.50 multiplied by the net mineral acres of the lease less any production royalty paid during the twelve month period preceding the end of such shut-in period;

2). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, Lessee shall immediately pay Lessor an amount equal to $10.00 multiplied by the net mineral acres of the lease; provided, however, should production be recommenced the during the ensuing twelve month period, Lessee shall have right to withhold from its production royalty payments to Lessee the amount paid under this subparagraph; and

3). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, Lessee shall immediately pay Lessor an amount equal to $10.00 multiplied by the net mineral acres of the lease; provided, however, should production be recommenced during the ensuing twelve month period, Lessee shall have the right to withhold from its production royalty payments to lessee the amount paid under this subparagraph; and

4). If the term of the shut-in continues beyond the period described in the subparagraph immediately preceding this subparagraph, this lease shall immediately terminate.

4. LESSOR SHALL HAVE the right hereunder to employ professionals necessary for the purpose of verifying performance by Lessee hereunder, and Lessee agrees that such professionals employed by Lessor for such purpose, upon written notice to Lessee, shall have access to the records of Lessee necessary for such verification, at all reasonable times for the purpose of making such verification. In the event that any such verification inspection reveals that total payments actually made to Lessor by Lessee hereunder are less than Ninety Percent (90%) of the total payments which should have been made hereunder, Lessee shall reimburse Lessor for such amount of underpayment and, in addition, shall reimburse Lessor for expenses incurred in conducting such inspection and for any enforcement resulting therefrom. In the event that a verification inspection reveals that total payments to Lessor by Lessee hereunder are more than 90% of the total payments which should have been made hereunder, Lessee shall reimburse Lessor for such amount of underpayment, but shall not be responsible for reimbursing Lessor for expenses incurred in conducting such inspection. Such inspections shall not be conducted more than once every two years and shall be preceded by thirty days written notice to Lessee.

5. NO WELL DRILLED by Lessee hereunder shall be abandoned by Lessee until Lessee has given written notice to Lessor of Lessor's intention to abandon and has given Lessor an opportunity and assume responsibility for such well.

6. LESSEE AGREES THAT no refinery or gasoline compression plants may be built on the lands described in this Lease without the written permission of the Lessor and reasonable compensation therefor.

7. WHEN REQUESTED, Lessee shall fence all sump holes.

8. UPON EXPIRATION OR sooner termination of this Lease, Lessee shall quietly and peaceably surrender possession of the premises to Lessor and shall deliver to Lessor a good and sufficient release of Oil and Gas Lease so as to effectively clear title to said premises from any interest of Lessee therein and Lessee shall fill all sump holes and restore the surface of the ground to its original condition, as nearly as possible.

9. TO THE EXTENT that the mineral and surface estates of any of the described lands are severed, Lessee understands that Lessor's rights with respect to same are limited to those of a mineral owner under such circumstances , and Lessor makes no assurances with respect to the use of such surface estate by Lessee beyond such general rights of the owner of a severed mineral estate.

[redacted] [redacted] [redacted]

10. NOTWITHSTANDING THE provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, only payment to Lessee of production royalty or of shut-in rentals in lieu of production royalty shall continue this lease beyond the primary term hereof. Further notwithstanding the provisions of paragraph numbered 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, the only lands covered hereunder within which such an extension beyond the primary term hereof shall apply are those lands which are included within such a unit as participation lands, provided, however, that if at the end of the primary term hereof, lands covered hereunder are included within such a unit and a portion of such unitized lands are participating lands and a portion of such lands are not participating lands, the lease shall be extended as to such non participating lands for a period of one year and if at the end of such one year period, such non-participating lands have not been designated participating lands, this lease shall terminate as to such non participating lands. Further not withstanding the provisions of paragraph 5 of the attached lease and notwithstanding the provisions of any unit or pooling agreement entered into pursuant to such paragraph, lands covered under this lease which are not included in any such unit shall be severed from any such lands which are unitized and this lease may be maintained as to such non unitized lands only in accordance with the terms of this lease and as to any portion of such non unitized lands, this lease shall terminate unless production royalty or shut-in rental in lieu of production is being paid with respect to such lands.

11. NOTWITHSTANDING ANYTHING contained in said Lease to the contrary, wherever said lease states a royalty payment of sixteen percent (16.00%) said royalty shall be changed to read seventeen percent (17.00%).

LESSOR ACKNOWLEDGES that said lease as amended is valid and in full force and effect and for such purpose Lessor hereby grants, leases and lets to Lessee all of Lessor's interest in the above described lands upon the same terms, conditions, and provisions as are contained in said lease as amended hereby.

THIS AGREEMENT AND AMENDMENT shall be binding upon and inure to the benefit of the parties hereto, their successors, personal representatives and assigns.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN

LESSOR:

X _____
Jennie B. Jordan

LESSEE:

HIGH PLAINS ENERGY COMPANY

By: _____
Lynne Romanchuk, Asst. Secretary

By: _____
George W. Clay, IV, President

Amendment of Oil and Gas Lease
Page 4

STATE OF Texas X)
) ss.
COUNTY OF Denver X)

The foregoing instrument was acknowledged before me this 4th day of August, 1989, Jennie B. Jordan.

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 16, 1990

Notary Public

MARGARITA G. GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 16, 1990

STATE OF Colorado X)
) ss.
COUNTY OF Denver X)

The foregoing instrument was acknowledged before me this 4th day of August, 1989, by George W. Clay, IV as President of High Plains Energy Company.

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 25, 1991

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

REFERENCE is here made, for the purpose of description, to the lease or leases (whether oil and gas or oil, gas and mineral) described on Exhibit "A", attached hereto and made a part hereof, covering land specifically described on Exhibit "A", lying and being situated in the above described County and State. Such lease or leases and the land specifically described on said Exhibit "A" are hereinafter, for convenience, referred to as "said leases" and "said land", respectively.

WHEREAS certain rights, titles and interests in and to said leases covering said land are now owned by BURNETT OIL COMPANY;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BURNETT OIL COMPANY, 801 Cherry Street, Suite 1500, Fort Worth, Texas 76102, hereinafter sometimes referred to as "Assignor", for and in consideration of TEN ($10.00) DOLLARS and other good and valuable considerations to it in hand paid by RACHEL TAUMAN, 4724 WEST 34TH AVENUE, DENVER, COLORADO 80212, hereinafter sometimes referred to as "Assignee", receipt and sufficiency of which considerations are hereby acknowledged, has TRANSFERRED AND ASSIGNED, and by these presents does TRANSFER AND ASSIGN unto RACHEL TAUMAN an overriding royalty interest equal to and consisting of two percent (2%) of all of the oil and gas produced, saved and marketed from said land under the terms of each respective lease. Said overriding royalty interest shall be free and clear of all costs and expenses of exploring, developing, drilling and producing; but such interest shall bear and pay all gross production, severance, ad valorem, sales and any other taxes which may be levied on or assessed against such overriding royalty interest. In addition, Assignor herein, its successors and assigns, shall have free use of all oil and gas (including casinghead gas or other gaseous substances) from said land for all operations under said leases; and the said overriding royalty interest above described on oil and gas shall be computed after deducting any such oil and gas (including casinghead gas or other gaseous substances) so used.

Said overriding royalty interest herein assigned is assigned subject to the right and power of Assignor, its successors or assigns, and such right and power is hereby reserved by Assignor, its successors or assigns, to pool or combine said land, or any portion thereof, as to oil, gas and other minerals, or any of them, with said land, or any portion thereof, or with other land, lease, or leases in the immediate vicinity thereof when, in the judgement of Assignor, its successors or assigns, it is necessary or advisable to do so in order to properly develop and operate the respective lease premises in compliance with the spacing rules of the state agency having jurisdiction, or other lawful authority, or when to do so would, in the judgement of Assignor, its successors or assigns, promote the conservation of oil, gas or other minerals from such premises. In the event all or a portion of the lands covered by the said lease or leases is pooled or unitized, then the overriding royalty interest payable hereunder shall be reduced proportionately, and in lieu of the overriding royalty interest above conveyed, Assignor shall receive on production from the unit so pooled only such portion of said overriding royalty interest as the amount of the acreage covered by any such lease or leases described on Exhibit "A" and placed in the unit bears to the

226023

RECORDED 3
IN BOOK 82 4 1:15PM
FEES $8.00 MAR 2 0'92
SUBLETTE COUNTY CLERK PAGE 719
COUNTY CLERK
By: mae Riley

total acreage so pooled or unitized in the particular unit involved.

In the event any of said leases described on Exhibit "A" cover and apply to less than the full, whole and entire fee simple estate in the land described in any such lease or leases by reason of express provision to that effect or by reason of deficiency in ownership interest in the lessor or lessors therein, or for any other reason, then the overriding royalty interest herein granted as to the production from the land covered by any such lease or leases shall be reduced to that portion thereof that the interest of the lessor or lessors in said tract of land covered by any such lease or leases bears to the entire fee simple estate. If the Assignor owns less than the entire leasehold estate in any such lease or leases the overriding royalty interest herein assigned shall be reduced proportionately to the leasehold interest owned by Assignor.

Nothing in this instrument shall be construed as to impose an obligation on the Assignor, its successors or assigns, express or implied, to pay any rental, to conduct any drilling operation, or to do or to perform any act of commission or omission necessary or required for the continued validity of said leases described on said Exhibit "A", whether before or after the expiration of the primary term, and there shall be no obligation or liability from the Assignor herein to the Assignee herein by reason of the termination of any of said leases, however occurring. It is understood and agreed that there shall be no obligation or liability by the Assignor herein, its successors or assigns, to Assignee for failure to reasonably develop said leases and the land covered thereby or for failure to protect same from drainage.

TO HAVE AND TO HOLD the above described overriding royalty interest unto the Assignee herein, his heirs, successors or assigns.

THIS INSTRUMENT IS EXECUTED this 1st day of September, 1989.

BURNETT OIL COMPANY,
a Texas Joint Venture

BY: John W. Mason
John W. Mason
Delegatee of the Manager

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority on this day personally appeared JOHN W. MASON, known to me to be the person whose name is subscribed to the foregoing instrument as Delegatee of the Manager of BURNETT OIL COMPANY,a Texas Joint Venture, 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 joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of September, 1989.

My Commission Expires:
9-16-92

Debra E Brown
Notary Public in and for
the State of Texas

DEBRA E. BROWN
Notary Public
STATE OF TEXAS
My Comm. Exp. 9-16-92

[redacted] [redacted] [redacted]

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
DATED _____, 1989, BY AND BETWEEN
BURNETT OIL COMPANY AND RACHEL TAUMAN

LESSOR	LESSEE	LEASE DATE	DESCRIPTION
BURUEA OF LAND MANAGMENT WYW-117432	BURNETT OIL COMPANY	9/1/89	**T27N, R104W, 6TH PM, SUBLETTE CO., WY** SECTION 25: N/2

721

RILEY RIDGE
WY-132

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, GERALD R. GROCOCK, 1938 South Robb Way, Lakewood, Colorado 80227 and SAM D. WINEGRAD, 1761 South Krameria Way, Denver, Colorado 80224 (hereinafter referred to as "Assignors"), do hereby grant, bargain, sell, assign and set over unto WILLIAM R. LEER, 3765 South Hibiscus Way, Denver, Colorado 80327 (hereinafter referred to as "Assignee"), a total of .125% of the right, title and interest in and to all oil and/or gas produced, saved and sold from the lands described and contained in Exhibit "A", attached hereto and made a part hereof. The overriding royalty interest assigned herein is being conveyed by the Assignors in the following proportions:

GERALD R. GROCOCK 85.7143% x .125% = .107143%

SAM D. WINEGRAD 14.2857% x .125% = .017857%

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

1. The said overriding royalty interest is subject to the terms and provisions of said leases described in Exhibit "A" and any amendments or modifications of said leases.

2. If the leases described in Exhibit "A" attached hereto cover less than the entire and undivided fee simple estate therein then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

3. This assignment is made without covenants of warranty, either express or implied, except as to any claims made by, through or under Assignor, but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

226028

This instrument executed this 30th day of August, 1989.

RECORDED Sept. 11 19 89 9:15 AM
BK 83 of G PAGE 722
Sue Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

Gerald R. Grocock
Gerald R. Grocock

Sam D. Winegrad
Sam D. Winegrad

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a notary public within and for said county and state on this 30th day of August, 1989, personally appeared GERALD R. GROCOCK, 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.

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

My Commission Expires:

January 7, 1990

Karen J. Waldvogel
Karen J. Waldvogel Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a notary public within and for said county and state on this 30th day of August, 1989, personally appeared SAM D. WINEGRAD, 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.

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

My Commission Expires:
January 7, 1990

KARL J. WALDVOGEL NOTARY PUBLIC STATE OF COLORADO

Karen J. Waldvogel
Karen J. Waldvogel Notary Public
410 Seventeenth Street, Suite 1400
Denver, Colorado 80202

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated August 30, 1989 by and between GERALD R. GROCOCK and SAM D. WINEGRAD, as Assignors, and WILLIAM R. LEER, as Assignee.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-20304	USA WYW-113672	General Atlantic Rockies Production Co.	12/1/88	SUBLETTE COUNTY, WYOMING Township 30 North, Range 114 West Section 13: All Section 14: E/2NE/4 Section 24: NE/4, NE/4NW/4 Section 25: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 Section 26: All Section 35: NE/4, N/2NW/4, SE/4NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4	Not Recorded	

* * * * * * * * * * * * * *

END OF EXHIBIT

RELEASE OF O[redacted] GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated July 1, 1982, executed by United States of America (W-61797)

as Lessor(s), and Christiansen Oil and Gas, Inc.

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette State of Wyoming, as assigned in Book 66 at Page 370, only insofar as said lease covers the following described land in said County and State, to-wit:

Township 34 North-Range 110 West, 6th P.M.
Section 04: $NE\frac{1}{4}SW\frac{1}{4}$
Section 07: Lots 1, 2, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$
Section 08: $N\frac{1}{2}NW\frac{1}{4}$
Section 09: $SW\frac{1}{4}NW\frac{1}{4}$

Township 34 North-Range 111 West, 6th P.M.
Section 02: Lots 3, 4
Section 03: Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Section 12: $N\frac{1}{2}$

Township 35 North-Range 111 West, 6th P.M.
Section 25: $N\frac{1}{2}$
Section 26: $N\frac{1}{2}$
Section 34: $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 35: $NW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$

Containing 1980.54 acres, more or less.

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 or Register of Deeds.

When recorded
Return to
FARMERS UNION CENTRAL EXCHANGE, INC. (CENEX)
P. O. Box 21479, Billings, MT. 59104

Executed this 1st day of September, 19 89

FARMERS UNION CENTRAL EXCHANGE, INC. (CENEX)

By: J. R. Keating
J. R. Keating, Assistant Secretary

226037

RECORDED Sept. 11 19 89 12:45 PM
IN BOOK 83 O&G PAGE 725
FEES $5.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

STATE OF MONTANA } ss.
COUNTY OF YELLOWSTONE }

On this 1st day of September, A. D. 19 89, before me personally appeared J. R. Keating, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, 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 J. R. Keating acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Colleen Shumway
Colleen Shumway, Notary Public
Residing at: Billings, Montana

My Commission expires November 20, 1991

(WY-1231)

Star Corral

ASSIGNMENT OF OIL & GAS LEASES

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

WHEREAS, by assignment dated April 29, 1988, recorded in Book 81, Page 526 of the Records of Sublette County, Wyoming, FLAG-REDFERN OIL COMPANY conveyed to BERGEN OIL COMPANY (1981), a Texas general partnership, a certain undivided interest in oil and gas leases (hereinafter called the "Interest") covering property situated in Sublette County, Wyoming, and more particularly described on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, it is the desire of Bergen Oil Company (1981) to distribute the Interest to the partners of Bergen Oil Company (1981) (or their heirs, personal representatives, successors or assigns) in order to wind up the affairs of Bergen Oil Company (1981);

NOW, THEREFORE, for sufficient consideration received, Bergen Oil Company (1981), P. O. Box 2280, Midland, Texas, 79702, does hereby ASSIGN, GRANT, BARGAIN, SELL and CONVEY the Interest unto the following individuals and estate (hereinafter collectively referred to as the "Assignees") in the following percentages:

The Estate of John J. Redfern, Jr. Deceased c/o John J. Redfern, III, Independent Executor P. O. Box 2280 Midland, Texas 79702	17.4850%
Rosalind Redfern P. O. Box 2127 Midland, Texas 79702	17.4850%
Rosalind Redfern Grover P. O. Box 236 Midland, Texas 79702	21.6767%
S.P.E.L.L., Inc. P. O. Box 190599 Dallas, Texas 75219	21.6766%
Redfern Oil Co. P. O. Box 46 Midland, Texas 79702	21.6767%
TOTAL	100%

TO HAVE AND TO HOLD the Interest unto the Assignees, their heirs, personal representatives, successors and assigns, forever. This assignment is made without warranty express or implied and is subject to all valid instruments of record.

226038

RECORDED Sept. 11 19 89 12:45 P M
IN BOOK 83 O & G PAGE 726
FEES $ 13.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [redacted] Riley

By acceptance of the Assignment, the Assignees agree that all costs and expenses incurred in connection with the operation of the leases described in Exhibit "A" shall be borne by the Assignees, including the cost, risk, expense and responsibility of plugging and abandoning all wells on the premises, and Assignor shall have no responsibility nor liability whatsoever with respect to said leases.

EXECUTED this 2nd day of August, 1989, but effective as of August 1, 1989.

BERGEN OIL COMPANY (1981)
a Texas general partnership

By: _____
JOHN J. REDFERN, III,
Managing Partner of
Bergen Oil Company (1981)

The Estate of John J. Redfern, Jr., Deceased

By: _____
John J. Redfern, III,
Independent Executor

_____
Rosalind Redfern

_____
Rosalind Redfern Grover

S.P.E.L.L., Inc.

By: _____
Roberta R. Garst, President

REDFERN OIL CO.

By: _____
John J. Redfern, III, President

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 31st day of August, 1989, by JOHN J. REDFERN, III, Managing Partner on behalf of Bergen Oil Company (1981), a Texas general partnership.

My Commission Expires:

06-09-90

_____
Notary Public Signature

Lyle D. Cannon
Notary's Printed or Typed Name

THE STATE OF TEXAS)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 20th day of January, 19 91, by JOHN J. REDFERN, III, Independent Executor of the Estate of John J. Redfern, Jr., deceased.

My Commission Expires:

8-4-90

Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 20th day of January, 19 91, by JOHN J. REDFERN, III, President of Redfern Oil Co.

My Commission Expires:

8-4-90

Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 26th day of August, 19 89, by ROSALIND REDFERN.

My Commission Expires:

8-4-90

Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS)
)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 26th day of August, 19 89, by ROSALIND REDFERN GROVER.

My Commission Expires:

8-4-90

Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS)
)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 23rd day of January, 19 89, by ROBERTA R. GARST, President of S.P.E.L.L., Inc., for the consideration and in the capacity therein stated.

My Commission Expires:

Kim Jackson
Notary Public Signature

Notary's Printed or Typed Name

KIM JACKSON
MY COMMISSION EXPIRES
September 19, 1992

EXHIBIT "A"

Attached to and made a part of Assignment of Oil and Gas Leases dated 20th day of JAN., 19___, between Bergen Oil Company (1981), as Assignor, and The Estate of John J. Redfern, Jr., et al, as Assignee.

1.	Our File No.:	9SB9109
	Lessor:	U.S.A. W-74317
	Date:	3/01/82
	Recording Data:	Book 69, Page 53
	Description:	T-30-N, R-113-W Sec. 6: Lots 3, 4, 5, SE/ NW/4, W/2 SE/4, SE/4 SE/4 Sec. 12: N/2 NW/4 Sec. 20: SW/4 Sublette Co., WY containing 525.17 acres more or less
2.	Our File No.:	9SB9110
	Lessor:	USA #W-72857
	Date:	10/01/81
	Recording Data:	
	Description:	T-30-N, R-113-W Sec. 5: SE/4SE/4 Sublette Co., WY containing 40 acres more or less
3.	Our File No.:	9SB9106
	Lessor:	USA #W-82343
	Date:	2/01/83
	Recording Data:	
	Description:	T-30-N, R-113-W Sec. 5: N/2SE/4, SW/4SE/4 Sec. 7: NE/4 Sublette Co., WY

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
W-90686

Lease Effective Date
(Anniversary Date)
February 1, 1985

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Four G Oil Company
   Street 3606 Ridgecrest
   City, State, ZIP Code Casper, WY 82604

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ 8: All 18: Lots 1,2,3,4, E½, E½W¼ Containing 1965.35 Acres M/L Sublette County, Wyoming	4.0%	4.0%	0%	0%	5.0%

226046

RECORDED Sept. 12 AD 89 10:35 A M
IN BOOK 83 O&G PAGE 231
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mau Riley

FOR BLM USE ONLY DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

732

PAPERWORK REDUCTION AC[illegible]EMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

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 oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) [illegible] 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 requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear — Tear

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

NOTARY STATEMENT

COUNTY OF NATRONA)
)SS
STATE OF WYOMING)

On August 25, 1989, before the undersigned, a Notary Public for the State of Wyoming, personally appeared Thomas A. Galles, President of EMC Energies, Inc., known to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that HE executed the same.

ANN T. O'KEEFE - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Aug. 18, 1991

Ann T. O'Keefe
NOTARY PUBLIC

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee 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. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee'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 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me 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 89

Name of Assignor as shown on current lease: EMC Energies, Inc.
Please type or print

Assignor Thomas A. Galles, President
or
ATTEST: Ratha Stenger, Secretary

P.O. Box 1460
(Assignor's Address)
Casper WY 82602
(City) (State) (Zip Code)

Executed this 25th day of August, 19 89

Four G Oil Company

Assignee Thomas A. Galles
or
Attorney-in-fact Thomas A. Galles, Partner
(Signature)

Title 18 U.S.C. Sec[illegible]s it a crime for any person knowingly and willfull[illegible]any Department or agency of the United States [illegible]itious or fraudulent statements or repre[illegible]s to any matter within its jurisdiction.

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW117264

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, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (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 Samedan Oil Corp
   Street 1616 Glenarm Pl 2550
   City, State, Zip Code Denver, CO 80202

2. This application/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: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. _____ R. _____ Meridian _____ State _____ County

Total acres applied for _____
Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 032N R. 113W 06th Meridian WY State Sublette County

Sec. 022 ALL;
027 E2NE,W2,SE;
032 NE;
034 N2;

226048

RECORDED Sept. 12 19 89 11:00 A.M.
IN BOOK 83 O&G PAGE 733
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

Total acres in lease 2000.00
Rental retained $ 3000.00

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.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by J. K. Speltz
(Signing Officer)

ACTING Supervisory Land Law Examiner
(Title)

AUG 29 1989
(Date)

EFFECTIVE DATE OF LEASE SEP 1 1989

FOR LESSEE

(Continued on reverse)

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 3102 and the leasing authorities of Interior's chargeable interests, direct and indirect in other public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and options in options in the Eastern States, (3) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualification concerning Federal coal lease holdings provided in sec. 2 and 2(a) of the Mineral Leasing Act, (6) offeror is in compliance with reclamation requirements for all Federal onshore oil and gas lease holdings as required by section 2(a) of the Mineral Leasing Act, and (7) offeror is not in violation of section 41 of the Act.

(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 includes any land described in it issued as the result of this offer. This offer includes any land described in it that was filed but omitted from this lease. The offeror further agrees that this offer cannot be withdrawn either in whole or in part unless a notice of withdrawal is received in the proper BLM State Office before this offer or a counteroffer is 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 payment. (c) Any person who makes any false, fictitious or fraudulent statements or representations in this offer or in any document furnished with it or who fails to make full and true disclosure as required by the regulations shall be subject to the penalties of 18 U.S.C. 1001.

Dated this 9th day of September, 89

SAMEDAN OIL CORPORATION

George L. DeMare
Vice President &
Division General Manager

(Signature of Attorney-in-fact)

[illegible] Federal [illegible] which [illegible] official [illegible] terminate this lease [illegible] law [illegible] by lessee.

Section [illegible]

(a) Competitive [illegible]
(b) Other [illegible]
as specified [illegible]

Lessee [illegible] right [illegible] opportunity [illegible] which [illegible] shall be [illegible] month [illegible] production [illegible] from [illegible] reasonable control.

Within [illegible] that [illegible] in paying [illegible] above [illegible] that [illegible]

[illegible] with [illegible] of waste [illegible] and rules [illegible]

Section [illegible] regulation [illegible]

Section [illegible] for sale or disposal [illegible] shall [illegible] be required [illegible] which [illegible] offering [illegible]

Section [illegible] of this lease [illegible] of the [illegible]

[illegible] and other resources, and to [illegible] uses or users. Lessee shall take [illegible] as deemed necessary by lessor to [illegible] consistent with lease rights granted, such measures may include, but are not limited to, modification, siting or design of facilities, timing of [illegible] and specification of interim reclamation measures. Lessor reserves the right to continue existing uses and authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent [illegible] of the leased [illegible]

Lessee [illegible] shall contact lessor to be apprised [illegible] of reclamation measures that may be necessary. [illegible] studies to determine the extent of impacts to the leased [illegible] of inventories or short term special studies under guidelines [illegible] the conduct of operations, threatened or endangered species [illegible] interest, or substantial unanticipated environmental [illegible] contact lessor. Lessee shall cease operations that [illegible] such species or objects.

Loss [illegible] from mining operations would be [illegible] normal drilling operations, lessor [illegible]

[illegible] extracting or having extracted helium [illegible] provided by lessor at no expense or [illegible] extraction or sale of gas the provisions of this section.

Lessee [illegible] damage to lessor improvements [illegible] injuries or harm to personal property [illegible]

Lessee shall pay when due all [illegible] the United States Record all employees [illegible] each month in lawful money of the [illegible] in accordance with standard industry practices.

[illegible]
[illegible] the Company
[illegible] these covered lands
[illegible]

[illegible] December 24, 1968, as amended, [illegible] part thereof. Neither [illegible]

[illegible] as required by regulations, [illegible] interest in this lease. Lessee [illegible] in the proper office a written [illegible] subject to the continued obligation [illegible] lease.

Upon [illegible] of this lease are returned to lessor, [illegible] abandonment, reclaim the land [illegible] and remove equipment and [illegible] productive wells.

Failure [illegible] with any provisions of this [illegible] thereof, this lease shall [illegible] a well capable of production [illegible] participation of cooperative or unit [illegible] production of unitized [illegible] necessary to prevent the exercise [illegible] of the default. Any such [illegible] default occurring at any other [illegible] FOGRMA (30 U.S.C. 1701).

[illegible] lease shall extend to and be [illegible] heirs, executors, administrators, [illegible] hereof.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **HIGH PLAINS ENERGY COMPANY**, of 1600 Broadway, Suite 1565, Denver, Colorado, 80202, hereinafter called Assignor, for and in consideration of Ten and More Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado, 80202, an undivided 75% interest, and unto **PRIMA OIL & GAS COMPANY** of 1801 Broadway, Suite 500, Denver, Colorado, 80202, an undivided 25% interest, collectively hereinafter called Assignee, all of its right, title and interest as set out above in and to that certain Oil and Gas Lease dated June 15, 1989, from Ruth F. Budd, Trustee and Successor Trustee under an Agreement of Trust dated May 23, 1973, as Lessor, to High Plains Energy Company, as Lessee, recorded in Book 83, at Page 307, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 30 North, Range 114 West, 6th P.M.
Section 8: E2SE4
Section 9: SE4, S2SW4
Section 15: S2NW4
Section 16: NE4NW4, NW4NE4, E2NE4

containing 560.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made without any warranties whatsoever, either express or implied. All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED this 7th day of September, 1989.

ATTEST
SEAL
By: James F. Winter
James F. Winter, Secretary

HIGH PLAINS ENERGY COMPANY
By: George W. Clay IV
George W. Clay IV, President

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 7th day of September, 1989, by **George W. Clay, IV, President of High Plains Energy Company.**

WITNESS my hand and notarial seal.

My Commission Expires 4/30/93

NOTARY PUBLIC STATE OF COLORADO

Lynne Romanchuk
Notary Public

226050

RECORDED Sept. 12 19 89 11:12 A M
IN BOOK 83 O&G PAGE 735
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the sum of one Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Morenergy Exploration Company whose address is 410 17th Street, Suite 810, Denver, Colorado 80202, hereinafter referred to as "Assignor" does hereby assign, transfer and convey all of its right, title and interest in and to the oil and gas leases described on Exhibit "A", attached and made a part hereof insofar as said leases cover the oil and gas mineral rights in the land described on Exhibit "A", subject to the depth limitations described on said Exhibit "A", said land being situated in Sublette County, Wyoming, unto the following parties in the following percentages:

APEX ENERGY COMPANY 75%
410 17th Street, Suite 810
Denver, Colorado 80202

and,

PRIMA OIL & GAS COMPANY 25%
1801 Broadway, Suite 500
Denver, Colorado 80202

This Assignment is made subject to all of the terms and provisions of that certain Assignment from Amoco Production Company (as Assignor) to Morenergy Exploration Company (as Assignee) effective as of the 21st day of July, 1989 and recorded in Book 83 , Page 309 with the Sublette County Clerk, State of Wyoming.

This Assignment is made without warranty of any kind, either express or implied.

EXECUTED this 28th day of July, 1989.

MORENERGY EXPLORATION COMPANY

226051

Judie A. Morse, Secretary

Brent J. Morse, President

RECORDED Sept. 12 1989 11:20 AM
IN BOOK 83 O&G PAGE 736
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned Notary Public within and for said County and State, on this 28th day of July, 1989, personally appeared Brent J. Morse, President of Morenergy Exploration Company 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:

Diana S. Ives
410 17th Street, Suite 810
Denver, Colorado 80202

LEASE SCHEDULE

EXHIBIT "A" TO THAT CERTAIN ASSIGNMENT FROM MORENERGY EXPLORATION COMPANY TO APEX ENERGY COMPANY AND PRIMA OIL AND GAS COMPANY

LEASE NO.	LESSOR	LEASEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
665767-A-	Robert V. Thompson and Bette M. Thompson, husband and wife	Springfield Oil Company	11-05-85	Township 30 North, Range 114 West, 6th P.M. Section 3: NE/4SE/4; Section 14: SW/4NE/4, W/2SE/4, SW/4, S/2NW/4, NW/4NW/4; Section 15: NE/4NE/4, SE/4; Section 22: NE/4NE/4. Sublette County, Wyoming From the surface down to the base of the Mesaverde formation; being the stratigraphic equivalent of 4,300' subsurface in the Apache Corporation #1-14 Vernon Johnson well located in the SE/4SW/4 of Section 14-T30N-R114W.	76	221
665767-B-	Frances M. Johnson, a single woman	Springfield Oil Company	11-05-85	Township 30 North, Range 114 West, 6th P.M. Section 3: NE/4SE/4; Section 14: SW/4NE/4, W/2SE/4, SW/4, S/2NW/4, NW/4NW/4; Section 15: NE/4NE/4, SE/4; Section 22: NE/4NE/4. Sublette County, Wyoming From the surface down to the base of the Mesaverde formation; being the stratigraphic equivalent of 4,300' subsurface in the Apache Corporation #1-14 Vernon Johnson well located in the SE/4SW/4 of Section 14-T30N-R114W.	76	217

BLANKET ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **HIGH PLAINS ENERGY COMPANY**, of 1600 Broadway, Suite 1565, Denver, Colorado, 80202, hereinafter called Assignor, for and in consideration of Ten and More Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado, 80202, an undivided 75% interest, and unto **PRIMA OIL & GAS COMPANY** of 1801 Broadway, Suite 500, Denver, Colorado, 80202, an undivided 25% interest, collectively hereinafter called Assignee, all of its right, title and interest as set out above, in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said leases cover those rights as set forth herein, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made without any warranties whatsoever, either express or implied. All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED this 7th day of September, 1989.

ATTEST

SEAL

By: James F. Winter
James F. Winter, Secretary

HIGH PLAINS ENERGY COMPANY

By: George W. Clay IV
George W. Clay IV, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of September, 1989, by George W. Clay, IV, President of High Plains Energy Company.

WITNESS my hand and notarial seal.

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 4/30/93

Lynne Romanchuk
Notary Public

226052

RECORDED Sept. 12 19 89 11:20 A M
IN BOOK 83 O&G PAGE 738
FEES $ 6.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

EXHIBIT "A"

Attached to and made a part of that certain Blanket Assignment of Oil and Gas Leases dated September 7, 1989, by and between HIGH PLAINS ENERGY COMPANY, as Assignor and APEX ENERGY COMPANY and PRIMA OIL & GAS COMPANY, as Assignee.

LANDS BEING ASSIGNED

Township 29 North, Range 114 West, 6th P.M.
Section 1: S2SW
Section 2: Lot 3, SE4NW4, E2SW4, S2SE4
Section 11: N2NE4
Section 12: N2NW4

Township 30 North, Range 114 West, 6th P.M.
Section 34: E2SE4
Section 35: S2SW4

Containing 628.58 acres
Sublette County, Wyoming

LEASES BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK - PAGE
Harriet E. Chrisman, a single woman and Charles G. Chrisman, a single man	Dolar Oil Properties	April 29, 1989	83 - 324
Stella C. Shaver and Gaius R. Shaver, wife and husband	Dolar Oil Properties	June 27, 1989	83 - 326
Frank E. Sears, Jr., a widower and Frank W. Sears, a single man	Dolar Oil Properties	June 27, 1989	83 - 328
Pamela C. Johnson and Lou W. Johnson, wife and husband	Dolar Oil Properties	June 27, 1989	83 - 196
Penny D. Chrisman, a single woman	High Plains Energy Company	May 19, 1989	83 - 271

END OF EXHIBIT "A"

Effective 11-86
Form ML-2
(revised 8-87)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 87-00351, effective August 2, 19 87, described as follows:

Township 30 North, Range 114 West, 6th P.M.
Section 16: SW4NE4, NW4NW4, S2NW4

County Sublette Total Acres 160.00

ASSIGNOR, High Plains Energy Company

with address at 1600 Broadway, Suite 1565
Denver, Colorado 80202,

being the owner of 100.00 percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 30 North, Range 114 West, 6th P.M.
Section 16: SW4NE4, NW4NW4, S2NW4

Sublette County, Wyoming

226074

RECORDED Sept. 15 1989 4:30 PM
IN BOOK 83 O&G PAGE 740
FEES 10.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

for good and valuable consideration, hereby assigns to:

(1) Apex Energy Company, assignee, with address at:
410 17th Street, Suite 810, Denver, Colorado 80202, 75.00 percent
interest in the lease; None percent overriding royalty

(2) Prima Oil & Gas Company, assignee, with address at:
1801 Broadway, Suite 500, Denver, Colorado 80202, 25.00 percent
interest in the lease; None percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease, _____ percent overriding royalty

(totaling 100.00 percent of full leasehold interest), insofar as it covers the following described land:

Township 30 North, Range 114 West, 6th P.M.
Section 16: SW4NE4, NW4NW4, S2NW4

Sublette County, Wyoming

containing 160.00 acres, more or less, and retaining None percent interest in this lease and reserving unto assignor overriding royalty interest of: None,
subject to: the terms and conditions of that certain letter agreement dated 4/3/89 between
R. K. O'Connell and High Plains Energy Company.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] and
TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the
conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 6th day of July, 1989

High Plains Energy Company
Assignor - Lessee

WITNESS:

_____

By: _____
Title: George W. Clay, IV, President

Attest:
_____
Secretary James F. Winter

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

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

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO)
) ss.
County of DENVER)

On this 6th day of July, 1989, before me personally appeared George W. Clay, IV, to me personally known, who, being by me duly sworn, did say that he is the President of High Plains Energy Company and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said George W. Clay, IV acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of July, 1989

_____
Notary Public

My Commission expires: 4/30/93

Assignment approved by the Commissioner of Public Lands: JUL 21 1989

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

742 LEASE SERIAL NO. 87-00351

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

ASSIGNEE CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ____ Individual

____ General Partnership

____ Limited Partnership

__X__ Corporation.

Assignee agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee 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 to said lease, to properly abandon all wells, to restore the leased land upon completion of any 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 rules and regulations of the Board of Land Commissioners.

Designated responsible party for all lease rental payments, royalty payments, and correspondence:

PRIMA OIL & GAS COMPANY

Address: 1801 Broadway, Suite 500

Denver, CO 80202

Telephone: (303) 297-2300

G. Walter Lunsford

Assignee's Signature

G. Walter Lunsford
Attorney-in-fact

Assignee's Address

7/17/89

Date

Neil M. Bush

Assignee's Signature Neil M. Bush
APEX ENERGY COMPANY
410 17th Street, Ste. 810, Denver, CO 80202

Assignee's Address

7/14/89

Date

State of COLORADO)
County of DENVER) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6th day of July, A. D. 19 89, before me personally appeared George W. Clay, IV, to me personally known, who, being by me duly sworn, did say that he is the President of High Plains Energy 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 George W. Clay, IV acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of July, A. D. 19 89

Maribeth Mayfield
Notary Public.

(SEAL)

My Commission expires 6/4/93

[redacted] [redacted] [redacted]

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

On this 17th day of July, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Dunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-In-Fact of Prima Oil & Gas Company, 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 Prima Oil & Gas Company, for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
July 18, 1993

NOTARY PUBLIC
Cynthia A. Riedel
Cynthia A. Riedel
1801 Broadway, Suite 500
Denver, Colorado 80202

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

On this 14th day of July, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Neil M. Bush, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Apex Energy Company, 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 Apex Energy Company for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
August 6, 1990

NOTARY PUBLIC-
Diana S. Ives
Printed Name: DIANA S. IVES
Address: 410 17th STREET STE 810
DENVER, CO 80202

Effective 11-86
Form ML-2
(revised 8-87)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 87-00241, effective June 2, 19 87, described as follows:

Township 30 North, Range 114 West, 6th P.M.
Section 36: W2

County Sublette Total Acres 320.00

ASSIGNOR, High Plains Energy Company

with address at 1600 Broadway, Suite 1565
Denver, Colorado 80202,

being the owner of 100.00 percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 30 North, Range 114 West, 6th P.M.
Section 36: W2

Sublette County, Wyoming

226075

RECORDED Sept. 13 1989 9:30 AM
IN BOOK 83 O&G PAGE 744
FEES 10.25 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

for good and valuable consideration, hereby assigns to:

(1) Apex Energy Company, assignee, with address at:
410 17th Street, Suite 810, Denver, Colorado 80202, 75.00 percent interest in the lease; None percent overriding royalty

(2) Prima Oil & Gas Company, assignee, with address at:
1801 Broadway, Suite 500, Denver, Colorado 80202, 25.00 percent interest in the lease; None percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent interest in the lease, _____ percent overriding royalty

(totaling 100.00 percent of full leasehold interest), insofar as it covers the following described land:

Township 30 North, Range 114 West, 6th P.M.
Section 36: W2

Sublette County, Wyoming

containing 320.00 acres, more or less, and retaining None percent interest in this lease and reserving unto assignor overriding royalty interest of: None, subject to: the terms and conditions of that certain letter agreement dated 4/3/89 between R. K. O'Connell and High Plains Energy Company.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 6th day of July, 1989

High Plains Energy Company
Assignor - Lessee

WITNESS:

_____

By: _____
Title: George W. Clay, IV, President

Attest:

_____
Secretary James F. Warner

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

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

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO)
) ss.
County of DENVER)

On this 6th day of July, 1989, before me personally appeared George W. Clay, IV, to me personally known, who, being by me duly sworn, did say that he is the President of High Plains Energy Company and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said George W. Clay, IV acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of July, 1989.

_____
Notary Public

My Commission expires: 4/30/93

Assignment approved by the Commissioner of Public Lands: JUL 21 1989

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

746

LEASE SERIAL NO. 87-00241

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

ASSIGNEE CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ____ Individual

____ General Partnership

____ Limited Partnership

__X__ Corporation.

Assignee agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee 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 to said lease, to properly abandon all wells, to restore the leased land upon completion of any 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 rules and regulations of the Board of Land Commissioners.

Designatec responsible party for all lease rental payments, royalty payments, and correspondence:

PRIMA OIL & GAS COMPANY

Address: 1801 Broadway, Suite 500

Denver, CO 80202

Telephone: (303) 297-2300

Assignee's Signature
G. Walter Lunsford
Attorney-in-fact

Assignee's Address

7/17/89

Date

Assignee's Signature Neil M. Bush
APEX ENERGY COMPANY
410 17th Street, Ste. 810, Denver, CO 80202

Assignee's Address

7/14/89

Date

State of COLORADO
County of DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6th day of July, A. D. 19 89, before me personally appeared George W. Clay, IV, to me personally known, who being by me duly sworn, did say that he is the President of High Plains Energy 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 George W. Clay, IV acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of July, A. D. 19 89

(SEAL)

Notary Public.

My Commission expires 6/4/93

[redacted] [redacted] [redacted]

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

On this 17th day of July, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-In-Fact of Prima Oil & Gas Company, 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 Prima Oil & Gas Company, for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

July 18, 1993

NOTARY PUBLIC

Cynthia A. Riedel

Cynthia A. Riedel
1801 Broadway, Suite 500
Denver, Colorado 80202

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

On this 14th day of July, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Neil M. Bush, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Apex Energy Company, 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 Apex Energy Company for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

December 4, 1990

NOTARY PUBLIC

Diana S. Ives

Printed Name: DIANA S. IVES
Address: 410 17th STREET, STE 810
DENVER, CO 80202

748

RECORDED Sept. 14 19 89 10:00 A.M.
IN BOOK 83 O:G PAGE 748
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

226076

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

HUNTINGTON WALKER, whose address is P. O. BOX 2409, Denver, Colorado 80201-2409, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 28, 1989 and July 5, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
Div. Ldm.
Div. Law LES
A. H. Barber, Jr.
Division Acquisitions Manager,
Prod.Dept.,Exxon Company, U.S.A.,
(a div. of Exxon Corporation),
Agent and Attorney In Fact

Date: 8/17/89

ASSIGNOR: HUNTINGTON WALKER

Date: 8/18/89

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

THE STATE OF COLORADO)

COUNTY OF)

This instrument was acknowledged before me on the 18th day of August, 1989 by HUNTINGTON WALKER.

My Commission Expires:
1/21/93

Notary Public in and for the
State of Colorado

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

This instrument was acknowledged before me on the 17th day of August 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Notary Public in and for the
State of Texas

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
HUNTINGTON WALKER, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

A. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 32: Lots 16, 17, 18, 19 and 20, containing 180.42 acres, more or less and being Tract 13 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-17208)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .005

B. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4, containing 160 acres, more or less and being Tract 15 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-20038)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .005

C. LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: SW/4 NE/4, containing 40 acres, more or less and being Tract 16 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-20039)
LESSEE: Edna M. Jones
DATE: 3-1-69
OVERRIDING ROYALTY INTEREST (decimal): .005

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

ASSIGNMENT

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE)

PATRICK J. SULLIVAN and CLAIRE E. SULLIVAN, whose address is Box 1044, Cheyenne, Wyoming 82003, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of those certain unrecorded letter agreements between Assignor and Assignee dated June 20, 1989 and June 28, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber, Jr.
A. H. Barber, Jr.
Division Acquisitions Manager,
Prod.Dept.,Exxon Company, U.S.A.,
(a div. of Exxon Corporation),
Agent and Attorney In Fact

Div. Com.
Div. Com. GFS

Date: 8/17/89

ASSIGNOR: PATRICK J. SULLIVAN

Patrick J. Sullivan

Date: 8-19-89

226077

RECORDED Sept. 14 19 89 10:00 A.M.
IN BOOK 83 O&G PAGE 751
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNOR: CLAIRE E. SULLIVAN

Claire E. Sullivan

Date: 8-19-89

THE STATE OF WYOMING)

COUNTY OF)

This instrument was acknowledged before me on the 9th day of August, 1989 by PATRICK J. SULLIVAN.

SALLY BIGGIO - Notary Public
County of Laramie State of Wyoming
My Commission Expires 2/13/92

My Commission Expires:

Sally Biggio
Notary Public in and for the
State of Wyoming

THE STATE OF WYOMING)

COUNTY OF)

This instrument was acknowledged before me on the 19th day of August, 1989 by CLAIRE E. SULLIVAN.

SALLY BIGGIO - Notary Public
County of Laramie State of Wyoming
My Commission Expires 2/13/92

My Commission Expires:

Sally Biggio
Notary Public in and for the
State of Wyoming

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 17th day of August, 1989 by A. H. Barber, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
PATRICK J. SULLIVAN and CLAIRE E. SULLIVAN, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 33: E/2 NE/4 containing
80 acres, more or less and
being Tract 17 of the
Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-31574)
LESSEE: Patrick J. Sullivan
DATE: 11-1-71
OVERRIDING ROYALTY INTEREST (decimal): .03

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

754

226078

RECORDED Sept. 14 19 89 10:00 A.M.
IN BOOK 83 O & G PAGE 754
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT

THE STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENT, THAT:
COUNTY OF SUBLETTE }

DONALD B. ANDERSON, whose address is 1063 Park Central, Denver, Colorado 80202, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated July 20, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A. H. Barber, Jr.
A. H. Barber, Jr.
Division Acquisitions Manager
Production Department
Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney in Fact

Div. Land
Div. Law

Date: 8/15/89

ASSIGNOR: DONALD B. ANDERSON

By: Donald B. Anderson

Date: 2/AUG 89

[redacted] [redacted] [redacted]

THE STATE OF NEW MEXICO)

COUNTY OF)

This instrument was acknowledged before me on the 11th day of August, 1989 by DONALD B. ANDERSON.

My Commission Expires:
[illegible]

Notary Public in and for the
State of New Mexico

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 15th day of August 1989 by A. H. Bartlett, Jr., Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Notary Public in and for the
State of Texas

JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
DONALD B. ANDERSON, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Fogarty Creek Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-28-N, R-114-W, 6th P.M.

Section 5: Lots 9, 10, 14, 15, 16, 17, 18, 19

Section 8: Lots 2 thru 20

Section 21: W/2 SW/4, SE/4 SW/4

containing 1022.24 acres, more or less and being Tract 20 of the Fogarty Creek Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-0311662)
LESSEE: Donald B. Anderson
DATE: 10-1-64
OVERRIDING ROYALTY INTEREST (decimal): .03

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).

[redacted] [redacted] [redacted]

[redacted]

[redacted]

RECORDED Sept. 14 [redacted] 10:00 A.M.
IN BOOK 83 Q&G PAGE 757
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

226079

ASSIGNMENT

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENT, THAT:

PATRICIA R. GRIEVE A/K/A PATRICIA R. PFENNING, whose address is 3724 Butternut Avenue, Loveland, Colorado 80538, hereinafter referred to as "Assignor", for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, assign and grant to EXXON CORPORATION, whose address is P. O. Box 2305, Houston, Texas 77252-2305, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the overriding royalty interests described on Exhibit "1", attached hereto and made a part hereof, hereinafter referred to as the "Subject Property".

TO HAVE AND TO HOLD the Subject Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the Subject Property unto Assignee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property against Assignor's predecessors in title.

Further, Assignor warrants and represents that it has the requisite consent and authority to sell the Subject Property to Assignee, that it has provided Assignee all materials and information in its possession which Assignee has reasonably requested, and that the Subject Property is free and clear of any preferential rights to purchase, claims, pending or threatened litigation, liens, mortgages, tax partnerships, or other encumbrances or contractual commitments.

Assignor agrees that it will from time to time and upon reasonable request of Assignee, execute and deliver any instrument necessary or desirable for perfecting in Assignee, its successors and assigns title to the Subject Property.

This Assignment is made pursuant and subject to the terms of that certain unrecorded letter agreement between Assignor and Assignee dated July 26, 1989.

The provisions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective (as applicable) heirs, executors, administrators, representatives, successors and assigns.

Executed by the parties on the dates shown below, but effective as of May 1, 1989 at 7:00 A.M. local time where the Subject Property is located.

ASSIGNEE: EXXON CORPORATION

By: A H Barber, Jr.
A. H. Barber, Jr.,
Division Manager
Prod.Dept.,Exxon Company, U.S.A.
(A Div. of Exxon Corporation)
Agent and Attorney In Fact

Div. Com.
Div. Law CFS

Date: 8/28/89

ASSIGNOR: PATRICIA R. GRIEVE

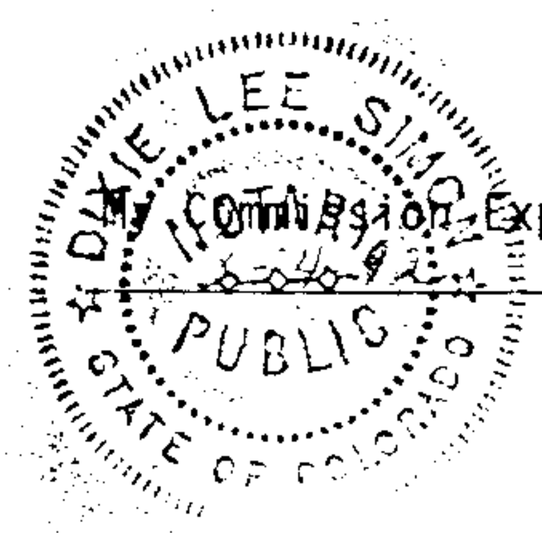
Patricia R. Grieve

Date: August 21, 1989

THE STATE OF COLORADO)

COUNTY OF)

This instrumert was acknowledged before me on the 31 day of Aug., 1989 by PATRICIA R. GRIEVE A/K/A PATRICIA R. PFENNING.



My Commission Expires:
1-16-92

Linda Lee Simcox
Notary Public in and for the
State of Colorado

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on the 28 day of August 1989 by Q.N. Barber, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1-16-91

Jane V. Moreau
Notary Public in and for the
State of Texas



JANE V. MOREAU
Notary Public, State of Texas
My Commission Expires January 16, 1991

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
PATRICIA R. GRIEVE, A/K/A PATRICIA R. PFENNING, Assignor, and
EXXON CORPORATION, Assignee

The Subject Property to be assigned includes the undivided overriding royalty interest set forth below pertaining to the following oil and gas leases insofar and only insofar as said oil and gas leases are committed to the Lake Ridge Unit, and insofar and only insofar as said oil and gas leases cover depths that are stratigraphically equal to or deeper than the top of the Mississippian Madison formation. The top of the Madison formation shall be defined as 14,122' on the Schlumberger LDT-CNL log run #3 dated 4/27/84 in the Fogarty Creek 13-10 well located in the NW 1/4 of Section 10, Township 28 North, Range 114 West in Sublette County, Wyoming.

LANDS COVERED: T-29-N, R-114-W, 6th P.M.

Section 29: All, containing 640 acres, more or less and being Tract 34 of the Lake Ridge Unit.

COUNTY: Sublette STATE: Wyoming
LESSOR: USA (W-54162)
LESSEE: Patricia R. Pfenning
DATE: 4-1-76
OVERRIDING ROYALTY INTEREST (decimal): .0025

The Assignment will include and convey to Assignee all of Assignor's overriding royalty interest in the above described leases as to the depth specified and all of Assignor's overriding royalty interest in the above described Unit(s) as to the depth specified whether such interests are correctly described or mis-described or not described at all, but only insofar as said interests pertain to lands inside the above described Unit(s).