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-113136

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)* Prima Oil & Gas Company
   Street 1801 Broadway, Suite 500
   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; sueh 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 1: Lots 1-4, S2NW4, N2SW4 Section 2: Lots 1, 4, SE4NE4, SW4NW4, NE4SE4 Section 11: SW4NE4, W2, SE4 Section 12: NW4SW4, S2S2 Section 13: All Section 14: All Containing 2,458.69 acres, more or less Sublette County, Wyoming Limited from the surface to the base of the Mesaverde formation, identified as being at a depth of 3,620 feet in the dual induction SFL log for the American Quasar Petroleum Co. North Riley Ridge Federal #33-24 well, located in Section 33, T30N, R114W.	100%	25%	75%	None	6.5%

226082

RECORDED Sept 14 1989 1:00 P M
IN BOOK 84 O&G PAGE 1
FEES $6.50 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 _____

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

3): 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.

COLORADO
DENVER } ss.

ACKNOWLEDGMENT (For use by Corporation)

8th day of September, A.D. 19 89, before me personally Brent J. Morse, to me personally known, who, being by , did say that he is the Vice President of Apex Energy Company and that the seal affixed to said instrument is the corporate seal of n and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Brent J. Morse acknowledged said instrument to be free act and deed of said corporation.

hand and seal this 8th day of September, A.D. 1989

Notary Public.

Address: 410 17th Street Denver

n expires 6/4/93

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

or 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.

rtifies 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 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 ns, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which ered 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 nd 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, l 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 terest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.

e 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) Trans- in violation of sec. 41 of the Mineral Leasing Act.

signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein erms 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 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 s may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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 d States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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

8th day of September, 19 89

eror Apex Energy Company
Please type or print
Brent J. Morse (Signature) Vice President
Attest: (Signature) Secretary
Hand Ives, Suite 810
1017th Street
(Transferor's Address)
Denver, Colorado 80202
(State) (Zip Code)

Executed this 8th day of September, 1989

Transferee Prima Oil & Gas Company
(Signature)
or
Attorney-in-fact Attest:
(Signature)

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 epresentations as to any matter within its jurisdiction.

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-113136

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)

226083

Type or print plainly in ink and sign in ink.

RECORDED Sept. 14 1989 1:00 P.M.
IN BOOK 84 OG PAGE 3
FEES 6.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 - 17th Street, Suite 805
   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
T-29-N, R-114-W, 6th P.M., Sublette County, Wyoming Sec. 1: Lots 1-4, S½NW¼, N½SW¼ Sec. 2: Lots 1,4, SE¼NE¼, SW¼NW¼, NE¼SE¼ Sec. 11: SW¼NE¼, W½, SE¼ Sec. 12: NW¼SW¼, S½S½ Sec. 13: All Sec. 14: All Containing 2,458.69 acres, m/l LIMITED from the surface to the base of the Mesaverde formation, identified as being at a depth of 3,620 feet in the dual induction SFL log for the American Quasar Petroleum Co. North Riley Ridge Federal #33-24 Well, located in Sec. 33, T30N, R114W, 6th P.M. This assignment is made pursuant to that certain Letter Agreement, as amended, dated June 12, 1989, between Celsius Energy Company and Morenergy Exploration Company.	100%	100% of Assignor's interest as to the depths described hereon ONLY	100% as to all depths below the base of the Mesaverde formation	6½% of 8/8ths	NONE

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 AUG 1 1989

By /s/ DAVID A. POMERINKE (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUL 20 1989 (Date)

FOR ASSIGNEE

Year Year

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 UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by W. F. Oline as Vice President, Exploration of CELSIUS ENERGY COMPANY, this 28th day of June, 1989.

WITNESS my hand and official seal.

My commission expires: 6-19-92

~~October 1, 1989~~

Notary Public

ASSIGNEE agrees to reassign, pursuant to Letter Agreement dated June 12, 1989, to Assignor 100% of the operating rights assigned hereunder, on December 1, 1990, without any additional burdens, unless a Mesaverde formation test well is commenced on the lease or within a governmental approved spacing unit, including lease acreage, on or before December 1, 1990, and said well reaches a total depth sufficient to fully test the Mesaverde formation.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 10th day of July, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Neil M. Bush, known to me to be the President of Apex Energy Company, a Delaware Corporation, that executed the within instrument on behalf of the corporation therein named.

WITNESS my hand and official seal.

Maribeth Naughton
410 17th Street, Suite 810
Denver, CO 80202

MARIBETH NAUGHTON NOTARY PUBLIC STATE OF COLORADO

My Commission expires:
June 4, 1992

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 28th day of June, 19 89

Name of Transferor CELSIUS ENERGY COMPANY
Please type or print

Transferor BY:
Vice President, Exploration

ATTEST:
Assistant Secretary

P. O. Box 11070
(Transferor's Address)

Salt Lake City, UT 84147
(City) (State) (Zip Code)

Executed this 10th day of July, 19 89

APEX ENERGY COMPANY

Transferee or Attorney-in-fact
Neil M. Bush (Signature) President

Diana S. Ives (Signature)
Secretary

SEAL
CORPORATE 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 representations as to any matter within its jurisdiction.

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-80105

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)*** Apex Energy Company (75%) Prima Oil & Gas Company (25%)
   Street 410 17th Street, Suite 810 1801 Broadway, Suite 500
   City, State, ZIP Code Denver, Colorado 80202 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 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	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed 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 Wanda C. Orchard fka Wanda C. McKee and High Plains Energy Company.	100.00%	100.00%	None	None	4.00%

226084

RECORDED Sept. 14 1989 at 9 o'clock A M
IN BOOK 84 O&G PAGE 5
FEES 8.25 Mary L. Gafford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

FILED
WYOMING
89 JUL 20 AM 9:30
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 AUG 1 1989

By /s/ DAVID A. POMERINKE (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUL 25 1989 (Date)

FOR ASSIGNEE

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

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tion 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.

State of COLORADO
County of DENVER } as

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)

Lynne Reimanschneider
Notary Public.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of July, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Neil M. Bush, known to me to be the President of Apex Energy Company, a Delaware Corporation, that executed the within instrument on behalf of the corporation therein named.

WITNESS my hand and official seal.

Maribeth Naughton
410 17th Street, Suite 810
Denver, CO 80202

My Commission expires:
June 4, 1993

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 July, 19 89

Name of Transferor High Plains Energy Company
Please type or print

Transferor
or George W. Clay, IV (Signature) President
Attorney-in-fact Attest: James F. Winter, (Signature) Secretary

1600 Broadway, Suite 1565
(Transferor's Address)

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

Executed this 14th day of July

Apex Energy Company

Transferee
or
Attorney-in-fact (Signature)

(Signature)

Prima Oil & Gas Company

By:
Attest: Attorney in Fact

701 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent ...ns as to any matter within its jurisdiction.

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 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

FOR ASSIGNEE

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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.

WYW-113672

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

APEX ENERGY COMPANY
410 Seventeenth Street, Suite 805
Denver, Colorado 80202

INTEREST CONVEYED
37.50%

*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 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 containing 2,360 acres, more or less Sublette County, Wyoming LIMITED FROM THE SURFACE TO THE STRATIGRAPHIC EQUIVALENT OF 4,310 FEET SUBSURFACE AS ENCOUNTERED IN THE APACHE CORPORATION #1-14 VERNON JOHNSON WELL LOCATED IN THE SE/4SW/4 SECTION 14-30N-114W, SUBLETTE COUNTY, WYOMING.	50%	50%	-0-	4.5%	3.0%

226085

RECORDED Sept. 14 1989 1:00 P M
IN BOOK 84 of G PAGE 8
FEES $ 6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

This Assignment is subject to the terms of that certain Letter Agreement dated 7/10/89 by and between the parties hereto.

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 AUG 1 1989

By /s/ DAVID A. POMERINKE
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 25 1989
(Date)

POR ASSIGNEE

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.

ADDITIONAL TRANSFEREES	INTEREST CONVEYED
PRIMA OIL AND GAS COMPANY 1801 Broadway, Suite 500 Denver, Colorado 80202	12.50%

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, by Sam D. Winegrad, known to me to be the Vice President of Land of General Atlantic Resources, Inc. who acknowledged to me that he executed same as his free act and deed on behalf of said corporation for the uses and purposes therein expressed.

Witness my hand and official seal this 17th day of July, 1989.

BY: Kathy M. Rice
Kathy M. Rice - Notary Public
370 Zang Street, #205
Lakewood, Colorado 80228

My Commission Expires: November 22, 1991

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 17th day of July, 1989

Name of Transferor GENERAL ATLANTIC RESOURCES, INC.
Please type or print

Transferor _____
(Signature)

or

Attorney-in-fact Sam D. Winegrad, Vice President
(Signature)

410 Seventeenth Street, Suite 1400
(Transferor's Address)

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

ATTEST: _____ Asst. 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.

Executed this 18th day of July, 1989

Transferee APEX ENERGY COMPANY
(Signature)

or

Attorney-in-fact _____
(Signature)

Executed this 18th day of July, 1989

Transferee PRIMA OIL AND GAS COMPANY
(Signature)

or

Attorney-in-fact _____
(Signature)

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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.

WYW-113662

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company (75%) Prima Oil & Gas Company (25%)
   Street 410 17th Street, Suite 810 1801 Broadway, Suite 500
   City, State, ZIP Code Denver, Colorado 80202 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 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 Hawthorn Oil Company and High Plains Energy Company.	100.00%	100.00%	None	None	5.00%

226086

RECORDED Sept. 14 19 89 11:00 AM
IN BOOK 84 O&G PAGE 10
FEES $20 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
JUL 20 AM 9:30

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 AUG 1 1989

By /s/ DAVID A. POMERINKE — SUPERVISORY LAND LAW EXAMINER — JUL 25 1989
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

ating rights (subleases) for oil and gas/geothermal resources leases. ... not provided, the ...bmitter may ... See regulations at 43 CFR Groups 3100 and 3200.

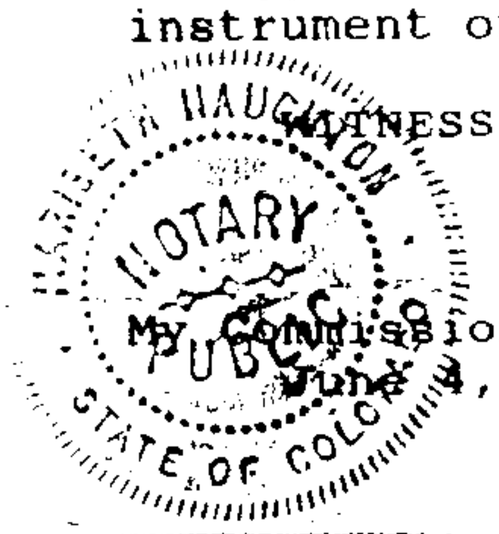
Tear Tear Tear

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.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of July, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Neil M. Bush, known to me to be the President of Apex Energy Company, a Delaware Corporation, that executed the within instrument on behalf of the corporation therein named.

WITNESS my hand and official seal.



Maribeth Naughton

My Commission expires:
June 4, 1993

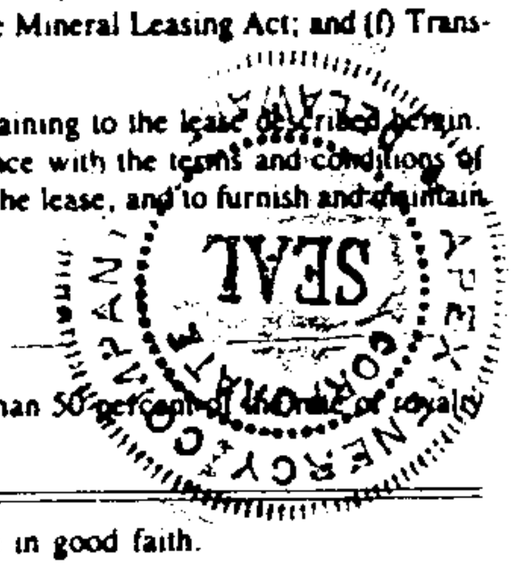
Maribeth Naughton
410 17th Street, Suite 810
Denver, CO 80202

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 ... 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 July, 1989

Name of Transferor: High Plains Energy Company
Please type or print

Transferor: George W. Clay, IV (Signature) President
or Attorney-in-fact: James F. Winter (Signature) Secretary

1600 Broadway Suite 1565
(Transferor's Address)
Denver Colorado 80202
(City) (State) (Zip Code)

Executed this 14th day of July, 1989

Apex Energy Company

Transferee: Neil M. Bush (Signature)
or Attorney-in-fact: Maribeth Naughton (Signature)

Prima Oil & Gas Company

By: Maribeth Naughton
Attest: Attorney in Fact

...c. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent ...entations as to any matter within its jurisdiction.

11

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 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 10, 1993

NOTARY PUBLIC
Cynthia A. Riedel
Cynthia A. Riedel
1801 Broadway, Suite 500
Denver, Colorado 80202

FOR ASSIGNEE

ASSIGNMENT

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } KNOW ALL MEN BY THESE PRESENT, THAT:

BILL D. FARLEIGH, whose address is P. O. BOX 3215, 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 June 8, 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: Bill D. Farleigh
BILL D. FARLEIGH

ASSIGNEE: EXXON CORPORATION

226107

RECORDED Sept. 18 19 89 9:20 A.M.
IN BOOK 84 016 PAGE 13
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

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

Date: 7/13/89

THE STATE OF WYOMING)

COUNTY OF CONVERSE)

This instrument was acknowledged before me on the 13th day of July, 1989 by BILL D. FARLEIGH.

My Commission Expires:
June 19, 1993

Linda Andrews
Notary Public in and for the
State of Wyoming

LINDA ANDREWS Notary Public
My Commission Expires June 19, 1993

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 Public, State of Texas
My Comm. Expires: 4-17-93

EXHIBIT "1"

Attached to and made a part of that certain
Assignment between
BILL D. FARLEIGH, 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 32: Lots 1, 2, 3, 4
N/2 S/2, N/2, containing
662.95 acres more or less,
and being Tract 10 of the
Lake Ridge Unit.

STATE: Wyoming

COUNTY: Sublette
LESSOR: USA (W-0320841-A)
LESSEE: W. L. Kiggens and Helen Howell
DATE: December 1, 1965
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).

16

Form No. 4-1175
(July 1951)

Facsimile reproduction
Kintzel Blue Print Co.
Box 741
Casper, Wyoming

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 EVANSTON
Serial No. 022769
Date of Lease Dec. 31, 1938

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 Wyoming Petroleum Corporation,
(Name and address)
209 Phillips Petroleum Building, Salt Lake City, Utah
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:

226122

Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming

Section 3 : S½SE¼

RECORDED Sept. 18 1989 2:00 P.M.
IN BOOK 84 O&G PAGE 16
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marilyn

80.00 acres

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 100%
4. Overriding royalty reserved herein to assignor 6¼% down to 2500 ft below surface, 3% below 2500 ft.
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 2½%
(State percentage only)

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

"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 20th day of April 1954.

WITNESS:

Dora Harriet Greenberg — Ben H. Greenberg
Dora Harriet Greenberg — (Assignor's signature) Ben H. Greenberg, spouse
Corpus Christi, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) _____
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

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Nueces)

On this 2nd day of September 1954 before me personally appeared

Dora Harriet Greenberg and Ben H. Greenberg, her husband,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal this 2nd day of September 1954.

(SEAL)

My commission expires June 1, 1955

Charlotte Johnson
Notary Public
CHARLOTTE JOHNSON
Notary Public, In and for Nueces County, Texas

INSTRUCTIONS

1. *Use of Form.*—This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any 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 canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

18

Form No. 4-1175
July 1965

Facsimile reproduction

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 016238
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Evanston
Serial No. 022769
Date of Lease December 31, 1938

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)

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

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:
T. 29 N., R. 113 W., 6th P. M.
Sublette County, Wyoming
Sec. 3: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 4: Lots 1,2,3, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
T. 30 N., R. 113 W., 6th PM.
Sec. 33: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

1,384.13 acres, more or less

2. Lands approved by this assignment:

SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

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 [redacted] See Rider Attached hereto. (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:

Suzanne Cherney

DAVID C. BINTLIFF (Assignor's signature)
Bank of the Southwest Building, Houston, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

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

Executed and witnessed this ..... day of SEP 28 1959 19 59

ATTEST:
[redacted]
(Name and address)
Secretary.
(Name and address)

BELCO PETROLEUM CORPORATION
Lawrence Ruben (Assignee's signature) Executive Vice President
630 Third Avenue, New York 17, New York
(Address)

Assignment approved effective NOV 1 1959

226123

THE UNITED STATES OF AMERICA
Cecil R. Hase
(Signing officer)
Manager, Land Office
(Title)
Box 929, Cheyenne, Wyoming

RECORDED Sept. 18 19 89 2:55 PM
IN BOOK 84 oil PAGE 18
FEES 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

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

[redacted] [redacted] [redacted]

Form 9-[redacted]
July [redacted]

Facsimile reproduction

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN [redacted]BER
Receipt No. 616238
The following to be filled in by land office when new serial number is required:
New Serial No. .....

OFFICE STAMP

Office Evanston
Serial No. 022769
Date of Lease December 31, 1938

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)

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

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:

T. 29 N., R. 113 W., 6th P. M.
Sublette County, Wyoming
Sec. 3: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 4: Lots 1,2,3, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
6th PM.

2. Lands approved by this assignment:

SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

RIDER to be attached to and made a part of Assignment of lease Evanston 022769 from David C. Bintliff to Belco Petroleum Corporation:

6. Overriding royalties previously reserved:

	Acreage:	% ORR:
T. 29 N., R. 113 W., 6th PM.		
Sec. 3: $N\frac{1}{2}$	287.42	5% ✓
3: $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	280.00	8 3/4% to 2500' 6½% below 2,500'
4: $NE\frac{1}{4}$	143.31	4½%
4: $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$	113.30	6%
4: $N\frac{1}{2}SE\frac{1}{4}$	80.00	3%
T. 30 N., R. 113 W., 6th PM.		
33: $E\frac{1}{2}$	320.00	4¼%
33: $E\frac{1}{2}W\frac{1}{2}$	160.00	6%
	1344.13	

DAVID C. BINTLIFF

[signature]

the signing ... royalties or payments out of production ... production previously created, and to royalty payable to the United States, ... basis is (a) as to oil: ... suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 50 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 23 1959 19 59

ATTEST:

BELCO PETROLEUM CORPORATION

[signature]

[redacted] Secretary.
(Name and address)

Lawrence Ruben (Assignee's signature) Executive Vice President
630 Third Avenue, New York 17, New York
(Address)

(Name and address)

Assignment approved effective NOV 1 1959

226123

THE UNITED STATES OF AMERICA

Cecil L. Hase
(Signing officer)

Manager, Land Office
(Title)

Box 929, Cheyenne, Wyo.

RECORDED Sept. 18 19 89 2:35 PM
IN BOOK 84 O&G PAGE 18
FEES 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

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.

R I D E R

Evan 022769

ASSIGNMENT OF LEASE

SUBJECT TO a Production Payment in the original sum of $650,000.00 previously conveyed to Daniel C. Arnold, December 18, 1958, in the primary amount, plus a secondary amount equal to (6%) per annum on the outstanding balances of the primary amount from time to time remaining unpaid, payable out of 30% of assignor's 25% of (8/8) eight-eighths of all oil and gas in an under, that may be produced, saved and marketed from these lands and other lands.

R I D E R

SUBJECT TO a proportionate part of a Production Payment in the original sum of $525,000.00 previously reserved by J. H. Morgan, Sr. and Clarence I. Justheim for themselves and as agents for others, on August 29, 1952, payable out of fifteen percent (15%) of all the oil, gas and other minerals produced, saved, sold and marketed at the well-head from these lands and other lands, but limited to the aggregate sum of $50,000.00 per year, from the entire (100%) interest on this land and other lands subject thereto.

[redacted]

Form No. 4-1175
(July 1951)

Facsimile reproduction
Kintzel Blue Print Co.
Box 741
Casper, Wyoming

OFFICE STAMP

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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 EVANSTON
Serial No. 022769
Date of Lease Dec. 31, 1938

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 Wyoming Petroleum Corporation,
(Name and address)

209 Phillips Petroleum Building, Salt Lake City, Utah

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:

226124 Township 29 North, Range 113 West, 6th P.M., Sublette County, Wyoming

Section 3: SW¼, W½SE¼

200.00 acres

RECORDED Sept. 18 19 89 2:15 P M.
IN BOOK 84 O&G PAGE 21
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 100%
4. Overriding royalty reserved herein to assignor 6¼% down to 2500 ft below surface, 3% below 2500 ft
(State percentage only)
(See item 5 of Instructions.)
5. Overriding royalties previously reserved 2½%
(State percentage only)

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

"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 20th day of April 1954.

WITNESS:

M.H.Howell

Fannie Howell (Assignor's signature) Fannie Howell, Spouse

Mathis, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) _____
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same [illegible] together with the acreage in this instrument do not exceed 15,360 chargeable acres.
   [illegible] or over, or if a corporation or other legal entity, is qualified as shown by statements [illegible] is made by the attachments

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Dade } ss.

On this 6th day of Aug 1954 [illegible] personally appeared

M. H. Howell and Fannie Howell, His Wife.

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and [illegible]

Witness my hand and seal this 6th day of Aug, 1954

NOTARY PUBLIC STATE OF FLORIDA

Notary Public

My commission expires April 2, 1958.

agency [illegible]
jurisdiction.

INSTRUCTIONS

1. *Use of Form.*—This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any 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 canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PETER W. HUMMEL**, of Box 10350, Reno, Nevada 89510; **DOLAR OIL PROPERTIES**, of 9035 South 700 East, Suite 100A, Sandy, UT 84070, **T. A. KRITIKOS**, of 1141 Whitney Avenue, Grenta, LA 70053; and **BE JO KRITIKOS**, of 5449 Sutton Place, New Orleans, Louisiana 70131, 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 stratigraphic equivalent of the Base of the Mesaverde Formation as encountered at a depth of 4,310' subsurface, from the dual induction log of the Apache Coporation #1-14 Vernon Johnson well located in the SE4SW4 of Section 14, T 30 N, R 114 W, 6th P.M., 6th P.M., Sublett Co., Wyoming, 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 an undivided **TWO AND 33/100 PERCENT (2.33% x 8/8ths)** of all oil, gas and casinghead gas produced, saved, and marketed from the above-described land as 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.

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.

If Assignee does not commence or cause a Mesaverde test well to be commenced on the lands shown in Exhibit "A" or on lands included within a unit participating area, drillsite spacing unit or pooled area therewith, which includes the lands shown in Exhibit "A", on or before December 31, 1991, then Assignee shall re-assign all of its right, title and interest to Assignor free and clear of any additional overriding royalty interests or other burdens.

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.

Should any one or more of the parties hereinabove named as Assignor fail to execute this assignment, it shall nevertheless be binding upon all such parties who do execute it as Assignor. The word "Assignor" as used in this assignment, shall mean any one or more or all of the parties who execute this assignment as Assignor.

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 22ND day of August, 1989.

DOLAR OIL PROPERTIES

By: _____
MARK S. DOLAR

_____
T. A. KRITIKOS

_____ Individually and as
PETER W. HUMMEL, General Partner
Scout Exploration Company, L.P.

226125

_____
BE JO KRITIKOS

RECORDED Sept. 18 1989 2:45 PM
IN BOOK 84 O&G PAGE 23
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

BLANKET ASSIGNMENT OF OIL AND GAS LEASES
PAGE 2

STATE OF Nevada)
) **ss.**
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me this 31st **day of** August, **1989, by PETER W. HUMMEL.** Individually and as General Partner of Scout Exploration Company, L.P.

WITNESS my hand and notarial seal.

My Commission Expires: JUNE 29, 1993
LINDA JEAN BRANDENBURG
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JUNE 29, 1993

Landa Jean Brandenburg
Notary Public

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

The foregoing instrument was acknowledged before me this 22ND **day of** AUGUST, **1989, by MARK S. DOLAR, as Sole Proprietor of DOLAR OIL PROPERTIES.**

WITNESS my hand and notarial seal.

My Commission Expires: June 19, 1993
PAULA MCKEE
Notary Public
STATE OF UTAH
My Comm. Exp. June 19, 1993
[illegible] UT 84070

Paula McKee
Notary Public

STATE OF LOUISIANA)
PARISH
~~COUNTY~~ **OF** Jefferson) **ss.**

The foregoing instrument was acknowledged before me this 28th **day of** August, **1989, by T. A. KRITIKOS.**

WITNESS my hand and notarial seal.

My Commission Expires: ROBERT M. FOSTER
Embossed hereon is my Jefferson Parish
State of La. Notary Public Seal
My Commission is issued for life.

Notary Public

STATE OF Louisiana)
PARISH
COUNTY OF Jefferson) **ss.**

The foregoing instrument was acknowledged before me this 28th **day of** August, **1989, by BE JO KRITIKOS.**

WITNESS my hand and notarial seal.

My Commission Expires:
ROBERT M. FOSTER
Embossed hereon is my Jefferson Parish
State of LA. Notary Public
My Commission is issued for life.
JEFFERSON PARISH, LOUISIANA

Notary Public

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Blanket Assignment of Oil and Gas Leases dated August 22ND, 1989, by and between PETER W. HUMMEL, DOLAR OIL PROPERTIES, T. A. KRITIKOS AND BE JO KRITIKOS, as Assignor and HIGH PLAINS ENERGY COMPANY, as Assignee.

LANDS BEING ASSIGNED

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
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

END OF EXHIBIT "A"

3\c:\skl\assn\chrisman.asn

26

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-83306

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)* — Apex Energy Company - 75% / Prima Oil & Gas Company - 25%
   Street — 410 17th Street, Suite 810 / 1801 Broadway, Suite 500
   City, State, ZIP Code — Denver, Colorado 80202 / 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 21: W2NE4, W2, SE4 Containing 560.00 acres, more or less Limited in depth from the surface of the earth down to the stratigraphic equivalent of 4,310' subsurface as encountered in the Apache Corporation #1-14 Vernon Johnson well located in the SE4SW4 of Section 14, T30N, R114W, 6th P.M., Sublette County, Wyoming.	100%	100%	None	5%	3%

226167

RECORDED Sept. 21 19 89 11:00 A M
IN BOOK 84 O&G PAGE 26
FEES $ 8.25 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)

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] 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 t[redacted]o the sublessee.

PAPERWORK [redacted]ON 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.

STATE OF WYOMING }
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of August, 19 89, personally appeared G. G. Farnsworth and James E. Zerbst, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 3-9-91

Notary Public.

Address: Newcastle, WY

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 28th day of August, 19 89

Name of Transferor: James E. Zerbst (Please type or print)

Transferor or Attorney-in-Fact: G. G. Farnsworth (Signature)

James E. Zerbst (Signature)

2750 W. Main Street
(Transferor's Address)

Newcastle, Wyoming 82701
(City) (State) (Zip Code)

Executed this 30th day of August, 19 89

Apex Energy Company

Transferee or Attorney-in-Fact: Brent J. Morse, Vice President (Signature)

Attest: Diana Ives, Secretary (Signature)

Prima Oil & Gas Company

Transferee: G. Walter Lunsford

Attorney-in-Fact

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 COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 30th day of August, 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 such corporation 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 30th day of August, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Brent J. Morse, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Vice 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:

NOTARY PUBLIC

Maribeth Naughton

Printed Name: Maribeth Naughton
Address: 410 17th St Denver 80202

W-11603

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 SEP 20 PM 12:5[illegible]
RECEIVED
CHEYENNE, WYOMING

EXHIBIT "B"
MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

STATE OF WYOMING
COUNTY OF SUBLETTE

This Memorandum of Overriding Royalty Agreement (Memorandum) is made by and between the **JOHN C. MANNING TRUST**, with an address of P. O. Box 13470, Las Vegas, Nevada 89112, (Overriding Royalty Owner) and **EXXON CORPORATION**, a New Jersey corporation, with an address of P.O. Box 2024, Houston, Texas 77252-2024 (Exxon).

By this Memorandum, Exxon and Overriding Royalty Owner have agreed to a method of calculating the payments due to Overriding Royalty Owner with respect to gas produced from the Madison Deep formation for purposes of paying Overriding Royalty Owner's overriding royalty interest(s) described in Exhibit "A-1", which method shall be effective for so long as the lease subject to such overriding royalty interest remains in effect. The consideration, terms and provisions are set forth in detail in an Overriding Royalty Agreement of this date, all terms and conditions of which are incorporated herein by this reference as fully and completely as if specifically set forth herein in full.

In the event of any conflict between this Memorandum and the Overriding Royalty Agreement, the terms and provisions of the Overriding Royalty Agreement shall control.

A copy of the original Overriding Royalty Agreement is in possession of Exxon at the following address:

Exxon Corporation
Royalty Owner Relations
P. O. Box 2024
Houston, TX 77252-2024

CERTIFIED
to be a true and correct copy
of the document on file
SEP 20 1989
Nancy Enright
BUREAU OF LAND MANAGEMENT

Reference herein to Exxon and Overriding Royalty Owner shall include references to their respective heirs, representatives, successors and assigns. The Memorandum and Overriding Royalty Agreement constitute covenants running with the land.

226198

RECORDED Sept. 25 1989 1:00 PM
IN BOOK 84 O&G PAGE 29
FEES 10.00 Mary L Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mar Riley

IN WITNESS WHEREOF, the parties have executed this Memorandum this 28th day of August, 1989, effective as of the 26th day of September, 1986.

JOHN C. MANNING TRUST,
OVERRIDING ROYALTY OWNER

By: John C. Manning
John C. Manning, Trustee

By: Eva G. Manning
Eva G. Manning, Trustee

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 SEP 20 PM 12:53
RECEIVED
CHEYENNE, WYOMING

EXXON CORPORATION

By: Robert Olsen
Robert C. Olsen, Division Manager,
Prod. Dept., Exxon Company, U.S.A.,
(a div. of Exxon Corporation),
Agent and Attorney in Fact.

TRADE OK
FORM OK

CERTIFIED
A TRUE COPY
On file
SEP 20 1989
BUREAU OF LAND MANAGEMENT

THE STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 28th day of August, 1989, by John C. Manning, Trustee of the JOHN C. MANNING TRUST.

Martha L Casper
Notary Public in and for
Said County and State

My Commission Expires:
3/7/91

MARTHA S. CASPER
OFFICIAL SEAL
NOTARY PUBLIC NEVADA
CLARK COUNTY
My Appointment Expires Mar. 7, 1991

THE STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 28th day of August, 1989, by Eva G. Manning, Trustee of the JOHN C. MANNING TRUST.

Martha L Casper
Notary Public in and for
Said County and State

My Commission Expires:
3/7/91

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
89 SEP 20 PM 12:53

THE STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this 9th day of September, 1989, by Robert C. Olsen, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Deborah C. Bagwell
Notary Public in and for
Said County and State

My Commission Expires:
7-15-90

DEBORAH C. BAGWELL
Notary Public State of Texas
My Commission Expires July 15, 1990

CERTIFIED
SEP 20 1989
BUREAU OF LAND MANAGEMENT

32

EXHIBIT "A-1"
MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

Lease/Tract Description	Unit and Tract	Exxon Working Interest in Lease/Tract	Lease Tract Interest In Unit	Owner's ORI Under Lease/Tract for Madison Formation	Owner's Lease/Tract Net Interest
T-28-N, R-114-W, 6th P. M. Sec. 21: NE/4, SE/4	Fogarty Creek Unit Tract No. 29	0.988951 to 1.000000*	0.0201768	0.00666667	0.000133018 to 0.000134505*
			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.000133018 to 0.000134505*

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 SEP 20 PM 12:53
RECEIVED
CHEYENNE, WYOMING

RECEIVED
SEP 20 1989
BUREAU OF LAND MANAGEMENT

*Exxon's working interest in this Lease/Tract varies from a low of 98.8451% in Well 11-24 to a high of 100% in Well 17-16 for the 11 wells within the unit-wide participating area because of Exxon's ownership of non-consenting interests within the Lease/Tract. These non-consenting interests will payout at different times. For each monthly payment, Exxon's working interest in the Lease/Tract shall be determined by summing the products obtained by multiplying Exxon's working interest in each well by revenues attributable to that well and then dividing that summation by revenues for the unit-wide participating area.

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~~ Sublette County, Wyoming, pursuant to that certain oil and gas lease described as follows:

226203

RECORDED Sept. 25 1989 3:15 PM
IN BOOK 84 of G PAGE 33
FEES $25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mae Riley

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 1989 11:00A M
IN BOOK 83 of G PAGE 419
FEES $8.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

Charles H. Teal

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 10/28/91

Notary Public

(forms/fedasnaor/teal/kse)

This instrument is being re-recorded to reflect a change in the county where the lands are located (from Crook to Sublette). This should not be construed to convey any additional interests.

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 Vernon M. Johnson, a single man and Francis M. Johnson, a single woman 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 10: SE4SE4
Section 14: SW4NE4, NW4NW4, S2NW4, SW4, W2SE4
Section 15: NE4NE4, SE4
Section 22: NE4NE4

and containing 680.00 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 169.

WITNESS the following signatures this 21st day of August, 1989.

ATTEST: x _____
David M. Higbee
Ass't. Secretary

WILLIAMS EXPLORATION COMPANY
as Successor-In-Interest to
Rainbow Resorurces, Inc.

By: x Earl E. Morris
Earl E. Morris
Senior Vice President

STATE OF Texas]
] ss.
COUNTY OF Harris]

THE FOREGOING instrument was acknowledged before me this 21st day of August, 1989, by Earl E. Morris as Senior Vice President of Williams Exploration Company as Successor-In-Interest to Rainbow Resources, Inc.

WITNESS my hand and notarial seal.

My Commission Expires 12/7/89

_____
Notary Public

226207

RECORDED Sept. 25 19 89 3:30 PM
IN BOOK 84 of G PAGE 34
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

[redacted] [redacted] [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 Vernon M. Johnson, a single man and Francis M. Johnson, a single woman 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 10: SE4SE4
Section 14: SW4NE4, NW4NW4, S2NW4, SW4, W2SE4
Section 15: NE4NE4, SE4
Section 22: NE4NE4

and containing 680.00 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 169.

WITNESS the following signatures this 21st day of August 1989.

WILLIAMS EXPLORATION COMPANY

ATTEST: [redacted]
David M. Higbee
Ass't Secretary

By: Earl E. Morris
Earl E. Morris
Senior Vice President

STATE OF Texas]
] ss.
COUNTY OF Harris]

THE FOREGOING instrument was acknowledged before me this 21st day of August 1989, by Earl E. Morris as Senior Vice President of Williams Exploration Company.

WITNESS my hand and notarial seal.

My Commission Expires 12/7/89

Jeanette H. Herring
Notary Public

226208

RECORDED Sept. 25 1989 3:30 P M
IN BOOK 84 O & G PAGE 35
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

9044

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 A. Springman and Wilda Springman, husband and wife, as Lessor, and J. Adrian Padon Jr., as Lessee, dated March 29, 1977, 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 54 of Photos, at Page 111.

WITNESS the following signatures this 21st day of August, 1989.

WILLIAMS EXPLORATION COMPANY
as Successor-In-Interest to
Rainbow Resorurces, Inc.

By: Earl E. Morris
Earl E. Morris
Senior Vice President

ATTEST:
David M. Higbee
Ass't Secretary

STATE OF Texas]
] ss.
COUNTY OF Harris]

THE FOREGOING instrument was acknowledged before me this 21st day of August, 1989, by Earl E. Morris as Senior Vice President of Williams Exploration Company as Successor-In-Interest to Rainbow Resources, Inc.

WITNESS my hand and notarial seal.

My Commission Expires 12/7/89

Janette H. Herring
Notary Public

226209

RECORDED Sept. 25 1989 3:45 P M
IN BOOK 84 O & G PAGE 36
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

8102

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 Co., Inc., a Wyoming corporation, as Lessor, and Mobil Oil Corporation, a New York corporation, as Lessee, dated October 27, 1979, covering the following described land, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE4NE4
Section 12: NE4, N2SE4, S2NW4, NE4NW4

and containing 400.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Book 58 of Photos, at Page 370.

WITNESS the following signatures this 21st day of August, 1989.

WILLIAMS EXPLORATION COMPANY

ATTEST: David M. Higbee
Ass't. Secretary

By: Earl E. Morris
Earl E. Morris
Senior Vice President

STATE OF Texas)
) ss.
COUNTY OF Harris)

THE FOREGOING instrument was acknowledged before me this 21st day of August, 1989, by Earl E. Morris as Senior Vice President of Williams Exploration Company.

WITNESS my hand and notarial seal.

My Commission Expires 12/7/89

Jeanette H. Hessing
Notary Public

226210

RECORDED Sept. 25 AD 89 3:45 PM
IN BOOK 84 OFG PAGE 37
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

9044

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 A. Springman and Wilda Springman, husband and wife, as Lessor, and J. Adrian Padon Jr., as Lessee, dated March 29, 1977, 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 54 of Photos, at Page 111.

WITNESS the following signatures this 21st day of August 1989.

ATTEST: David M. Higbee
Ass't Secretary

WILLIAMS EXPLORATION COMPANY

By: Earl E. Morris
Earl E. Morris
Senior Vice President

STATE OF Texas]
] ss.
COUNTY OF Harris]

THE FOREGOING instrument was acknowledged before me this 21st day of August 1989, by Earl E. Morris as Senior Vice President of Williams Exploration Company.

WITNESS my hand and notarial seal.

My Commission Expires 12/7/89

Janette H. Herring
Notary Public

226211

RECORDED Sept. 25 AM 89 3:45 PM
IN BOOK 84 of G PAGE 38
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Wyomi[redacted]tate 85-00615 Lease
99717[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
Wyoming State 85-00615	10-02-85	76	128	T33N, R113W, 6th P.M. Sec. 16: All

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.

226212 DATED the 23rd day of August, 1989.

CHEVRON U.S.A. INC.

By J P Harrington
Assistant Secretary

RECORDED Sept. 25 2089 4:10 P M
IN BOOK 84 of G PAGE 39
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

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 23rd day of August, 1989.

My commission expires:
March 5, 1993

Anita Pilcher Blake
Notary Public

OFFICIAL SEAL
ANITA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Mar 5, 1993

ORIGINAL

40

76588

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 3 11964
A M 7|8|9|10|11|12|1|2|3|4|5|6 P M

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

For and in consideration of the Sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Continental Oil Company, a Delaware corporation, does hereby give, grant, assign, transfer and convey unto El Paso Natural Gas Company, a Delaware corporation, and its personal representatives, successors and assigns, to have and to hold forever all of assignors interest in the following described oil and gas lease insofar only as it covers the following described lands:

226223

That certain oil and gas lease dated June 1, 1952 with the United States of America as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number W-015317 insofar as it pertains to the following described lands located in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Section 4: Lots 3, 4, SW¼
Section 9: All
Section 15: W½
Section 21: NE¼
Section 22: N½

Township 33 North, Range 109 West, 6th P.M.
Section 34: W½E½, E½W½

RECORDED Sept. 26 1989 1:00 PM
IN BOOK 84 O&G PAGE 40
FEES 6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

Assignment Approved Effective JAN 1 1965
David B. Morgan
ASSISTANT MANAGER, OIL & GAS

AMENDED TO Fenedale UNIT.
U. 14 08-001-1631
APPROVED 4-26-56

containing 2,003.13 acres, more or less

This assignment is made and accepted without covenants of warranty whatsoever, and is subject to any rights or interests previously established or created as shown of record.

A copy of the Power of Attorney authorizing execution of instruments of this nature is filed in the Case File for Lease W-0278844-A and such authority is still in effect.

EXECUTED this 10th day of December, 1964.

CONTINENTAL OIL COMPANY

By J W McReynolds
Attorney in Fact
J. W. McReynolds

BUREAU OF LAND MANAGEMENT
AUG 1 1989
Certified to be a true and correct copy of the original document

STATE OF OKLAHOMA)
) ss.
COUNTY OF KAY)

On this 10th day of December, 1964, before me, the undersigned Notary Public, personally appeared J. W. McReynolds, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires September 13, 1966

Witness my hand and official seal.

POWER OF ATTORNEY
IN FILE W-0278844-A

20-214

H. F. IRYCK

LAND OFFICE COPY

USA Wyoming 015317

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

2. Assignee is a corporation or other legal entity (specify kind) Delaware Corporation
Qualifications filed in Las Cruces 054453, 063427 and Santa Fe 078129 and 046563-A.
and is qualified to take this assignment as shown by statements attached hereto. (See Item 2 of Instructions)

3. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,00 chargeable acres in leases and options in each leasing district in Alaska.

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

5. Amount remitted: Filing fee, $10.

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

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

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

Executed this 21st day of December, 19 64.

EL PASO NATURAL GAS COMPANY

By _____
Attorney-in-Fact (Assignee)

P. O. Box 1492

El Paso, Texas 79999

EVIDENCE OF AUTHORITY OF ATTORNEY-IN-FACT
NO. 1440 - 097621
IS IN EFFECT

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

AUG 11 19[illegible]

BUREAU OF LAND MANAGEMENT

42

Unofficial Reproduction Issued By
Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221
Form 3106-5
(August 1974)

W-2093
W-214

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. 015317

New Serial No.

226224

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

EL PASO NATURAL GAS COMPANY

P. O. Box 1492

El Paso, Texas 79978

1

RECORDED Sept. 26 1989 1:00 P M
IN BOOK 84 O&G PAGE 42
FEES 3.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

The undersigned, as owner of 20 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1952, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T. 33N, R. 109W
Sec. 34: W½E½, E½W½
T. 32N, R. 109W
Sec. 4: Lots 3, 4, SW¼
Sec. 9: All
Sec. 15: W½
Sec. 21: NE¼
Sec. 22: N½
Containing 2003.13 acres, more or less, Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions, specify percentage.)*
2-1/8% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)*
3%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when 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 5th day of September, 1978

HONDO OIL & GAS COMPANY

By: J. L. Wilson
J. L. Wilson, Vice President
(Assignor's Signature)

Attest:
Dennis F. Mooney
Assistant Secretary

~~P. O. Box 2819~~
(Assignor's Address)

~~Dallas~~ (City) ~~Texas~~ (State) ~~75221~~ (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

CERTIFIED
to be a true and correct copy
of the record of this office
JUL 19 1989
BUREAU OF LAND MANAGEMENT

Assignment approved effective JAN 1 1979

By Alma M. Pine
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

DEC 26 1978
(Date)

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

Original

WYOMING

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day appeared J. L. WILSON, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of HONDO OIL & GAS COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said J. L. WILSON acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 1978.

SEAL

Goldie H. Burnett GOLDIE H. BURNETT
Notary Public in and for
Dallas County, Texas

My commission expires:

JUN 3 0 1980

44

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

Qualifications in NM 0558400

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☑ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$10~~ $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

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

Executed this 28 day of November, 1978

CERTIFIED

JUL 19 1979

BUREAU OF LAND MANAGEMENT

T. W. Bittick
T. W. BITTICK (Assignee's Signature)
Vice President

El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas 79999
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 AUG 27 AM 9:30

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
W-015317

Lease effective date
June 1, 1952

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

PART I

1. Assignee's Name
El Paso Exploration Company

Address (*include zip code*)
P. O. Box 1492, El Paso, Texas 79978

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

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

Township 32 North, Range 109 West
Section 4: Lots 8,9,10,15,16
Section 9: All
Section 15: W/2
Section 21: NE/4
Section 22: N/2

Township 33 North, Range 109 West
Section 34: W/2 E/2, E/2 W/2
(Containing 1,960.17 acres, more or less)
Sublette County, Wyoming

CERTIFIED
to be a true and correct copy
of the original
JUL 19 1983
BUREAU OF LAND MANAGEMENT

226225

3. Specify interest or percent of operating rights being conveyed to assignee	20% (40% of 50%)
4. Specify interest or percent of operating rights being retained by assignor	30% (60% of 50%)
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	6.125%

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

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

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

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

Executed this 1st day of August, 1982.

EL PASO NATURAL GAS COMPANY

BY: D. Y. Lanyard Attorney-in-Fact
(Assignor's Signature)

P. O. Box 1492
(Assignor's Address)

El Paso, Texas 79978
(City) (State) (Zip Code)

RECORDED Sept. 26, 1882 1:45 PM
IN BOOK 84 of G PAGE 45
FEES 6.25 Mary L. Lenhard COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 1 1982

By Thomas M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 22 1982
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 1106

ORIGINAL

45

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed NM-43000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 5th day of August, 19 82.

EL PASO EXPLORATION COMPANY

BY: C T Hollingshead — Vice President
(Assignee's Signature)

P. O. Box 1492
(Assignee's Address)

ATTEST: TFH JFM

James R Cummings — Assistant Secretary

El Paso, Texas 79978
(City) (State) (Zip Code)

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

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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in 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.

CERTIFIED
to be a true and correct copy
of the original on file
JUL 19 1982
BUREAU OF LAND MANAGEMENT

GPO 833-059

Unofficial Reproduction Issued By
Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221
Form 3106–5
(August 1974)

W-2173

W-296

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. 08589

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

EL PASO NATURAL GAS COMPANY

P. O. Box 1492

El Paso, Texas 79978

226226

The undersigned, as owner of 20 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 1, 1951, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

RECORDED Sept. 26 1989 1:00 P M
IN BOOK 84 O&G PAGE 47
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

Township 32N, Range 109W
Sec. 5: Lots 1, 2, 3, 4, S/2
Sec. 6: Lots 1 to 10, inclusive, SE/4
Sec. 7: E/2
Sec. 8: All
Sec. 17: All
containing 2534.41 acres, more or less, Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage)* 3-1/8% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 4%

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

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

Executed this 5th day of September, 19 78

HONDO OIL & GAS COMPANY

By: J.L. Wilson, Vice President

P. O. Box 2819
(Assignor's Address)

Attest:

Muriel L. Mooney
Assistant Secretary

Dallas (City) Texas (State) 75221 (Zip Code)

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

CERTIFIED

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

JUL 19 1979

BUREAU OF LAND MANAGEMENT

Assignment approved effective JAN 1 1979

By: (Authorized Officer)

Chief, Oil & Gas Section (Title)

DEC 26 1978 (Date)

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

ORIGINAL

48

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☑ Corporation Qualification in NM 0558400
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee ~~of $10~~ 25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

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

Executed this 28 day of November 1978

CERTIFIED

to be a true and correct copy

Chief, Branch of Title

JUL 19 1979

BUREAU OF LAND MANAGEMENT

T. W. BITTICK T. W. Bittick
(Assignee's Signature)
Vice-President

JEM

El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas 79999
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 SEP 20 AM 9: 38

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
W-08589

Lease effective date
October 1, 1951

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

PART I

1. Assignee's Name
El Paso Exploration Company

Address (include zip code)
P. O. Box 1492, El Paso, Texas 79978

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

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

Township 32 North, Range 109 West
Section 5: Lots 2,3,4, SE/4, N/2 SW/4, SE/4 SW/4
Section 6: Lots 1,2,3,4,5,6,7,9,10, N/2 SE/4
Section 7: S/2 SE/4
Section 8: E/2 NW/4, SW/4 SW/4, E/2 SW/4, E/2
Section 17: All
(Containing 1,976.55 acres, more or less)
Sublette County, Wyoming

CERTIFIED
to be a true copy
of the original

JUL 19 1999

BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	20% (40% of 50%)
4. Specify interest or percent of operating rights being retained by assignor	30% (60% of 50%)
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	7.125%

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

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

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

226227

RECORDED Sept. 26 1982 1:00 PM
IN BOOK 84 PAGE 49
FEES 6.00 Mary L. Lanthorn COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

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

Executed this 15th day of August, 1982.

EL PASO NATURAL GAS COMPANY

BY: D. M. Canfield
(Assignor's Signature) Attorney-in-Fact

TAH
JAM
PF

P. O. Box 1492
(Assignor's Address)

El Paso, Texas 79978
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1982

By Gloria M. Tate
(Authorized Officer)

Chief, Oil & Gas Section

DEC 29 1982
(Title) (Date)

ORIGINAL

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

50

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed NM-43000.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 15th day of August, 19 82.

EL PASO EXPLORATION COMPANY

BY: C T Hackbarth TFA — P. O. Box 1492
(Assignee's Signature) Vice President — (Assignee's Address)

ATTEST: James R Termeter — El Paso, Texas 79978
Assistant Secretary — (City) (State) (Zip Code)

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

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.

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. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in 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.

CERTIFIED

to be a true and correct copy

JUL 19 19[illegible]

BUREAU OF LAND MANAGEMENT

GPO 833-059

Form No. 4-1175
(July 1951)

Facsimile reproduction
Kintzel Blue Print Co.
Box 741
Casper, Wyoming

OFFICE STAMP

RECEIVED
JUN 1 1953
Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 116202
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. 08589
Date of Lease October 1, 1951

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 Vivian Pace (Name and address)
P. O. Box 856, Casper, Wyoming

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

Township 32 North, Range 109 West 6th P. M., Wyoming

Section 5 - Lots 1 - 2 - 3 - 4 - S½
Section 6 - Lots 1 to 10, inc., SE¼
Section 7 - E½
Section 8 - All
Section 17 - All

containing 2,534.41 acres, more or less.

CERTIFIED
to be a true and correct copy of the original on file
Clerk, U.S. District Court, Wyoming

JUL 10 1953

BUREAU OF LAND MANAGEMENT

226229

2. Interest of assignor in such lands Full
3. Extent of such interest conveyed to assignee Full
4. Overriding royalty reserved herein to assignor One-half of One Percent (½ of 1%) (State percentage only) (See item 5 of Instructions.)
5. Overriding royalties previously reserved None (State percentage only)
Subject to existing option to Continental Oil Company

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 1st day of May 19 53

WITNESS:

Bernice Mitchell

Jean Harmon (Assignor's signature)
JEAN HARMON
P. O. Box 856, Casper, Wyoming (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born Yes Naturalized .....
   Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

"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 1st day of May 19 53

WITNESSES:

Mrs. James E. Murray, Casper, Wyoming
2838 Mustang, San Antonio, Texas
Mrs. Lucille Lee, Casper, Wyoming
609 Jay, San Antonio, Texas

Vivian Pace (Assignee's signature)
Vivian Pace
P. O. Box 856, Casper, Wyoming (Address)

Assignment approved effective JUL 1 1953

THE UNITED STATES OF AMERICA

By Arnold Alcorn (Signing officer)

Acting Manager, Land and Survey 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.

RECORDED ... September 26 1953 1:00 P.M.
IN BOOK 84 O&G PAGE 51
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

RECEIVED
MAR 23 1955

ASSIGNMENT OF OIL AND GAS LEASE WYOMING 08589

FROM VIVIAN PACE TO MALCO REFINERIES, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Vivian Pace, is the lessee of record of that certain oil and gas lease bearing Serial Number Wyoming 08589, which lease was issued by the United States of America under date of October 1, 1951, and covers lands in the County of Sublette, State of Wyoming, described as follows:

Township 32 North, Range 109 West, 6th P.M., Wyoming

Section 5 - Lots 1, 2, 3, 4, S½
Section 6 - Lots 1 to 10 inc., SE¼
Section 7 - E½
Section 8 - All
Section 17 - All

containing 2,534.41 acres, more or less;

Assignment Approved Effective
APR 1 19[illegible]
ARVIN H. OLSWOLD
CHIEF, MINERALS SECTION
LAND OFFICE, CHEYENNE, WYOMING

WHEREAS, the "Option for Assignment of Oil and Gas Lease" covering said lease and formerly held by Continental Oil Company is now held by Malco Refineries, Inc.

NOW, THEREFORE, for and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the said Vivian Pace does hereby sell, assign, transfer, convey and set over unto Malco Refineries, Inc., all her right, title and interest in and to said oil and gas lease; but subject, however, to a total overriding royalty of Four Percent (4%) as reserved or conveyed as follows:

(1) An overriding royalty of One-Half of One Percent (½ of 1%) as heretofore reserved to Jean Harmon.

(2) An overriding royalty of One-Half of One Percent (½ of 1%) as hereby reserved unto the said Vivian Pace.

(3) An overriding royalty of One and One-Half Percent (1½%) as heretofore conveyed by Vivian Pace to LeRoy H. Hines and June Hines, husband and wife.

(4) An overriding royalty of One and One-Half Percent (1½%) as heretofore conveyed by Vivian Pace to Walter G. Davis and Robbie E. Davis, husband and wife.

This Assignment is made subject to the terms and conditions of the "Pinedale Unit", Sublette County, Wyoming, and is made without covenants of warranty either express or implied.

IN WITNESS WHEREOF, the said Vivian Pace has hereunto set her hand this 31st day of Dec., 1954.

Witnesses:

Mary V. Stendebach

Clifton Pettance

Vivian Pace
VIVIAN PACE

Paid $10 assignment fee, Rec. #[illegible]

LAND OFFICE COPY

26230

RECORDED Sept. 26 1955 1115 P
IN BOOK 84 OF Land Records PAGE 52
FEES $6.00 Mary L. Lundy COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lundy

CERTIFIED TO BE A TRUE COPY
BUREAU OF LAND MANAGEMENT
JUL 19 19[illegible]

Form No. 4-1175
(July 1951)

Facsimile reproduction
Kistner Blue Print Co.
Box 741
Casper, Wyoming

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 .....
Serial No. .....
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 .....
(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 affected by this assignment:

CERTIFIED
to be a true copy
of the original
JUL 15 19[illegible]
BUREAU OF LAND MANAGEMENT

2. Interest of assignor in such lands .....
3. Extent of such interest conveyed to assignee .....
4. Overriding royalty reserved herein to assignor ..... (State percentage only)
(See item 5 of Instructions.)
5. Overriding royalties previously reserved ..... (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 ..... 19....

WITNESS:

.....
(Assignor's signature)

.....
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) Corporation (New Mexico)
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 provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 16th day of March 1955

WITNESSES: Attest:
Joe W. Ladelly Secy.
(Name and address)

.....
(Name and address)

MALCO REFINERIES, INC.
By Donald B. Anderson
(Assignee's signature) Vice PRESIDENT
P. O. BOX 660
ROSWELL, N. M. (Address)

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

Auth. DJ
Lse.
Land REH
Acc't.

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.

RECEIVED 76969
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 3 11964 PM
7 8 9 10 11 12 1 2 3 4 5 6

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

For and in consideration of the Sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Continental Oil Company, a Delaware corporation, does hereby give, grant, assign, transfer and convey unto El Paso Natural Gas Company, a Delaware corporation, and its personal representatives, successors and assigns, to have and to hold forever all of assignors interest in the following described oil and gas lease insofar only as it covers the following described lands: 1/

226231

That certain oil and gas lease dated October 1, 1951 with the United States of America as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number W-08589 insofar as it pertains to the following described lands located in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S½
Section 6: Lots 1-10 inclusive, SE¼
Section 7: E½
Section 8: All
Section 17: All

containing 2,534.41 acres, more or less

RECORDED Sept. 26 1989 12:24 PM
IN BOOK 84 O&G PAGE 54
FEES Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

Assignment Approved Effective JAN 1 1965

COMMITTED TO [illegible] UNIT
NO. W-[illegible]-1651
APPROVED 9-26-64

David B. Morgan
ASSISTANT MANAGER, OIL & GAS

This assignment is made and accepted without covenants of warranty whatsoever, and is subject to any rights or interests previously established or created as shown of record.

A copy of the Power of Attorney authorizing execution of instruments of this nature is filed in the Case File for Lease W-0278844-A and such authority is still in effect.

CERTIFIED

to be a true and correct copy of the document on file in the Bureau of Land Management

JUL 19 1989

BUREAU OF LAND MANAGEMENT

EXECUTED this 10th day of December, 1964.

CONTINENTAL OIL COMPANY

By J W McReynolds
Attorney in Fact
J. W. McReynolds

STATE OF OKLAHOMA)
) ss.
COUNTY OF KAY)

On this 10th day of December, 1964, before me, the undersigned Notary Public, personally appeared J. W. McReynolds, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

My commission expires September 13, 1966

Witness my hand and official seal.

H. F. Iryck

1/ its undivided 1/3 record title interest.

W-296

H. F. IRYCK LAND OFFICE COPY

Unofficial Reproduction Issued By
Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221
Form 3106-5
(August 1974)

W-2068
W-212

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. 015315

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

EL PASO NATURAL GAS COMPANY

P. O. Box 1492

El Paso, Texas 79978

1.

226232

The undersigned, as owner of 20 percent of record title of the above-designated oil and gas lease issued effective (date) June 1, 1952, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

T-32N, R-109W
Sec. 7: Lots 1,2,5,6,7,8,11,12
Sec. 18: E/2
Sec. 19: E/2
Sec. 20: All
Sec. 21: W/2
T-33N, R-109W
Sec. 32: W/2

containing 2240.00 acres more or less, Sublette County, Wyoming.

RECORDED Sept. 26 1989 1:20 P M
IN BOOK 84 O&G PAGE 55
FEES 8.25 Mary L. Lambert COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions: specify percentage) 3-1/8% of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 5%

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

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

Executed this 5th day of September, 19 78

HONDO OIL & GAS COMPANY

By: J. L. Wilson
(Assignor's Signature)
J. L. Wilson, Vice President

P. O. Box 2819
(Assignor's Address)

Attest:
Daniel L. Mooney
Assistant Secretary

Dallas (City) Texas (State) 75221 (Zip Code)

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

CERTIFIED
to be a true and correct copy of the record in the office of the Bureau of Land Management

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

JUL 19 1989

BUREAU OF LAND MANAGEMENT

Assignment approved effective JAN 1 1979

By Gloria M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

DEC 26 1978
(Date)

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

Original

WYOMING

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day appeared J. L. WILSON, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of HONDO OIL & GAS COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said J. L. WILSON acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September, 1978.

SEAL

GOLDIE H. BURNETT
Notary Public in and for
Dallas County, Texas

My commission expires:

CERTIFIED
JUN 3 1980
to be a true copy

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

Qualifications in NM 9658466

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☑ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of ~~$10~~ $25 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

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

Executed this 28 day of November 1978

JUL 19 1979

BUREAU OF LAND MANAGEMENT

T. W. Bittick
(Assignee's Signature)

T. W. BITTICK
Vice President

El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas 79978
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

73029

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 3 11964
AM PM
1 8 9 10 11 12 1 2 3 4 5 6

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

For and in consideration of the Sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Continental Oil Company, a Delaware corporation, does hereby give, grant, assign, transfer and convey unto El Paso Natural Gas Company, a Delaware corporation, and its personal representatives, successors and assigns, to have and to hold forever all of assignors interest in the following described oil and gas lease insofar only as it covers the following described lands:

226233

That certain oil and gas lease dated June 1, 1952 with the United States of America as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number W-015315 insofar as it pertains to the following described lands located in Sublette County, Wyoming:

Township 32 North, Range 109 West, 6th P.M.

Section 7: Lots 1, 2, 5, 6, 7, 8, 11 and 12
Section 18: E½
Section 19: E½
Section 20: All
Section 21: W½

Township 33 North, Range 109 West, 6th P.M.

Section 32: W½

RECORDED Sept. 26 1989 1:26 PM
BOOK 84 O & G PAGE 58
FEES 4.25 Amy L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

Assignment Approved Effective JAN 1 1965
David B. Morgan
ASSISTANT MANAGER, OIL & GAS

Fredale UNIT.
NM 11-08-001-1631
APPROVED 1-26-65

containing 2,240.00 acres, more or less

This assignment is made and accepted without covenants of warranty whatsoever, and is subject to any rights or interests previously established or created as shown of record.

A copy of the Power of Attorney authorizing execution of instruments of this nature is filed in the Case File for Lease W-0278844-A and such authority is still in effect.

EXECUTED this 10th day of December, 1964.

A copy of Power of Attorney authorizing execution of instruments of this nature is filed in W-0278844-A and such authority is still in effect.

CONTINENTAL OIL COMPANY

By J W McReynolds
Attorney in Fact
J. W. McReynolds

CERTIFIED

STATE OF OKLAHOMA)
) ss.
COUNTY OF KAY)

JUL 19 1993

BUREAU OF LAND MANAGEMENT

On this 10th day of December, 1964, before me, the undersigned Notary Public, personally appeared J. W. McReynolds, personally known to me to be and who, being by me duly sworn, did say that he is the person who is described in the within and foregoing instrument as Attorney in Fact of CONTINENTAL OIL COMPANY, a Delaware corporation, and who, as such Attorney in Fact, subscribed, signed and executed said instrument and he duly acknowledged to me that as such Attorney in Fact he subscribed, signed and executed said instrument as his free and voluntary act and deed on behalf of and as the free and voluntary act and deed of said CONTINENTAL OIL COMPANY, as principal, and for the purposes therein contained and by authority of a resolution of its Board of Directors.

PUBLIC IN AND FOR STATE OF OKLAHOMA

My commission expires September 13, 1966

Witness my hand and official seal.

H. F. Iryck

H. F. IRYCK

W-212

LAND OFFICE COPY

Form 3000-3a
(June 1988)

UNIT[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-64986

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)

0050345-000
Figure Four Canyon Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* See attached Exhibit "A"
   Street
   City, State, ZIP Code

*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 112 West Section 11: S½ Section 14: NW¼ NA Containing 480.00 acres, more or less Sublette County, Wyoming Limited from the surface of the earth down to the stratigraphic equivalent of 8980' as encountered in the Federal #20-14 well, located in the SW¼NE¼ of Section 14, Township 27 North, Range 112 West, Sublette County, Wyoming. Also subject to that certain Option Farmout Agreement dated August 1, 1988, as amended and ratified by said parties to this Transfer of Operating Rights.	12.5% of 8/8ths ORRI	See Exhibit "A"	.0682% of 8/8ths ORRI	-	-

226244

RECORDED Sept. 27 1989 12:40 P M
IN BOOK 84 O&G PAGE 59
FEES $ 11.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Norma 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% 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.

59

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.

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 29th day of June, 19 89

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

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

1801 California St., Suite 3400
(Transferor's Address)

Denver, Colorado 80202-2648
(City) (State) (Zip Code)

Executed this 8th day of August, 19 89

VENTURE RESOURCES, ~~INC~~. LTD.

Transferee Patrick D Maher (Signature)
or
Attorney-in-fact Patrick D Maher, President (Signature)
Venture Resources Inc, Gen. Part.

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 [redacted]ons as to any matter within its jurisdiction. [redacted]

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 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 3400
Denver, Colorado 80202-2648

PARTNERSHIP

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by _____ as _____ this ___ day of _____, 1989.

Witness my hand and official seal.

My Commission Expires:

March 20, 1991

Notary Public
Elizabeth A. Mosley
3215 South Birch Street
Denver, Colorado 80222

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Operating Rights assignment
dated June 29, 1989

I. TRANSFEREE (SUBLESSEE)

	Name	Percent of Interest Conveyed
1.	Presidio Exploration, Inc. (formerly General Atlantic Energy Corporation) 5613 DTC Parkway, Suite 800 Englewood, Colorado 80111	10.1375% of 8/8ths
2.	Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.5400% of 8/8ths
3.	Robert H. Mehl c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.4625% of 8/8ths
4.	Jordon R. Smith c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.1875% of 8/8ths
5.	Venture Resources, Inc. c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.8100% of 8/8ths
6.	North American Resources Company, Inc. 410 N. 31st Street 201 Transwestern II Building Billings, Montana 59103-7007	.2943% of 8/8ths

Form 3000-3a
(June 1988)

UNIT[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-64986

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)

0050345-000
Figure Four Canyon Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* See attached Exhibit "A"
   Street
   City, State, ZIP Code

*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 112 West Section 11: S½ Section 14: NW¼ no Containing 480.00 acres, more or less Sublette County, Wyoming Limited from the surface of the earth down to the stratigraphic equivalent of 8980' as encountered in the Federal #20-14 well, located in the SW¼NE¼ of Section 14, Township 27 North, Range 112 West, Sublette County, Wyoming. Also subject to that certain Option Farmout Agreement dated August 1, 1988, as amended and ratified by said parties to this Transfer of Operating Rights.	12.5% of 8/8ths ORRI	See Exhibit "A"	.0682% of 8/8ths ORRI	-	-

226245

RECORDED Sept. 27 19 89 12:45 PM
IN BOOK 84 of G PAGE 63
FEES $ 11.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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)

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.

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 29th day of June, 19 89

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

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

1801 California St., Suite 3400
(Transferor's Address)

Denver, Colorado 80202-2648
(City) (State) (Zip Code)

Executed this 8th day of August, 19 89

ROCKY MOUNTAIN OILFINDERS, INC.

Transferee Patrick D. Maher
(Signature)
or
Attorney-in-fact Patrick D. Maher, President
(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 [redacted]s as to any matter within its jurisdiction. [redacted]

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 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 3400
Denver, Colorado 80202-2648

CORPORATE

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Patrick D. Maher, as President of Rocky Mountain Oilfinders, Inc., this ___ day of _____, 1989.

Witness my hand and official seal.

My Commission Expires:

March 20, 1991

Notary Public
Elizabeth A. Mosley
3215 South Birch Street
Denver, Colorado 80222

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Operating Rights assignment
dated June 29, 1989

I. TRANSFEREE (SUBLESSEE)

	Name	Percent of Interest Conveyed
1.	Presidio Exploration, Inc. (formerly General Atlantic Energy Corporation) 5613 DTC Parkway, Suite 800 Englewood, Colorado 80111	10.1375% of 8/8ths
2.	Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.5400% of 8/8ths
3.	Robert H. Mehl c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.4625% of 8/8ths
4.	Jordon R. Smith c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.1875% of 8/8ths
5.	Venture Resources, Inc. c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.8100% of 8/8ths
6.	North American Resources Company, Inc. 410 N. 31st Street 201 Transwestern II Building Billings, Montana 59103-7007	.2943% of 8/8ths

Form 3000-3a
(June 1988)

[redacted]

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-64986

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)

0050345-000
Figure Four Canyon Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* See attached Exhibit "A"
   Street
   City, State, ZIP Code

*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 27 North, Range 112 West Section 11: S½ Section 14: NW¼ M Containing 480.00 acres, more or less Sublette County, Wyoming Limited from the surface of the earth down to the stratigraphic equivalent of 8980' as encountered in the Federal #20-14 well, located in the SW¼NE¼ of Section 14, Township 27 North, Range 112 West, Sublette County, Wyoming. Also subject to that certain Option Farmout Agreement dated August 1, 1988, as amended and ratified by said parties to this Transfer of Operating Rights.	12.5% of 8/8ths ORRI	See Exhibit "A"	.0682% of 8/8ths ORRI	-	-

226246

RECORDED Sept. 27 20 89 12:45 P M
IN BOOK 84 O&G PAGE 67
FEES $11.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae 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

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.

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 29th day of June, 19 89

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

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

1801 California St., Suite 3400
(Transferor's Address)

Denver, Colorado 80202-2648
(City) (State) (Zip Code)

Executed this 8th day of August, 19 89

Transferee
or Jordon R. Smith (Signature)
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.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 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 3400
Denver, Colorado 80202-2648

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of August, 1989, by Jordan R. Smith, as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: May 13, 1992

Witness my hand and official seal.

Marguerite C. Scott
6892 South Spotswood Street
Littleton, Colorado 80120

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Operating Rights assignment
dated June 29, 1989

I. TRANSFEREE (SUBLESSEE)

	Name	Percent of Interest Conveyed
1.	Presidio Exploration, Inc. (formerly General Atlantic Energy Corporation) 5613 DTC Parkway, Suite 800 Englewood, Colorado 80111	10.1375% of 8/8ths
2.	Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.5400% of 8/8ths
3.	Robert H. Mehl c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.4625% of 8/8ths
4.	Jordon R. Smith c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.1875% of 8/8ths
5.	Venture Resources, Inc. c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.8100% of 8/8ths
6.	North American Resources Company, Inc. 410 N. 31st Street 201 Transwestern II Building Billings, Montana 59103-7007	.2943% of 8/8ths

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

Lease Serial No.

W-64986

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)

0050345-000
Figure Four Canyon Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* See attached Exhibit "A"
   Street
   City, State, ZIP Code

*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 27 North, Range 112 West Section 11: S½ Section 14: NW¼ NG Containing 480.00 acres, more or less Sublette County, Wyoming Limited from the surface of the earth down to the stratigraphic equivalent of 8980' as encountered in the Federal #20-14 well, located in the SW¼NE¼ of Section 14, Township 27 North, Range 112 West, Sublette County, Wyoming. Also subject to that certain Option Farmout Agreement dated August 1, 1988, as amended and ratified by said parties to this Transfer of Operating Rights.	12.5% of 8/8ths ORRI	See Exhibit "A"	.0682% of 8/8ths ORRI	-	-

226247

RECORDED Sept. 27 19 89 12:45 P M
IN BOOK 84 O&G PAGE 71
FEES $11.25 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)

Tear

PART C: GENERAL INSTRUCTIONS

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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

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.

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 29th day of June, 19 89

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

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

1801 California St., Suite 3400
(Transferor's Address)

Denver, Colorado 80202-2648
(City) (State) (Zip Code)

Executed this 8th day of August, 19 89

Transferee Robert K. Merrill (Signature)
or
Attorney-in-fact L. Zip (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]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 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 3400
Denver, Colorado 80202-2648

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 8th day of August, 1989, by Robert L. Mehl, as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires: May 13, 1992

Witness my hand and official seal.

Marguerite C. Scott
6892 South Spotswood Street
Littleton, Colorado 80120

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Operating Rights assignment
dated June 29, 1989

I. TRANSFEREE (SUBLESSEE)

Name	Percent of Interest Conveyed
1. Presidio Exploration, Inc. (formerly General Atlantic Energy Corporation) 5613 DTC Parkway, Suite 800 Englewood, Colorado 80111	10.1375% of 8/8ths
2. Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.5400% of 8/8ths
3. Robert [redacted] Mehl c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.4625% of 8/8ths
4. Jordon R. Smith c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.1875% of 8/8ths
5. Venture Resources, Inc. c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.8100% of 8/8ths
6. North American Resources Company, Inc. 410 N. 31st Street 201 Transwestern II Building Billings, Montana 59103-7007	.2943% of 8/8ths

[redacted]

226[redacted]

RECORDED Sept. 28 [redacted] 1:20 PM
IN BOOK 84 DEG 75
FEES $1.20 PM Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

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 ~~Luther L. Osborne~~ and Gayle A. Osborne, P. O. Box 2974, Casper, Wyoming 82602 ("Assignee"), all of Assignor's right, title and interest 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; 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.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance is executed on the 29th day of June, 1989, but is to be effective January 1, 1989 (the Effective Date).

ATTEST

ENERGETICS 1983 YEAR-END LTD.,
by Energetics Operating Company,
General Partner

BY: _____
Mark O. Tidwell
Secretary

BY: _____
Donald L. Peterson
President of
Energetics Operating Company

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 29th 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: 1991

_____
Notary Public
3724 So. Quince
Denver, Colorado 80237

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	RECORDING BOOK-PAGE
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/ of Section 20, T27N-R111W, Sublette County, Wyoming Containing 120.00 gross acres, more or less	59-7

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	RECORDING BOOK-PAGE
WY-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.	
USA 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

LESSOR	LESSEE	LEASE DATE	LAND DESCRIPTION	RECORDING BOOK-PAGE
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.	
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

79

filed w/ state

Effective 11-86
Form ML-2
(revised 8-87)

226257

RECORDED Sept. 28 1989 2:30 P M
IN BOOK 84 O&G PAGE 80
FEES 8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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 72-28069, effective November 2, 19 72, described as follows:

Township 27 North, Range 111 West, 6th P.M.
Section 16: All

County Sublette Total Acres 640.00

ASSIGNOR, Jesse Gault dba Jesse Gault Consrruction

with address at P.O. Box 27
Farson, Wyoming 82932,

being the owner of 7.488929 percent undivided leasehold (Tract I) and .716178% ORRI (Tract II)
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 27 North, Range 111 West
Tract I Section 16: NW/4
Tract II Section 16: SW/4 limited in depth from the surface of the earth down to the stratigraphic equivalent of 10,550 feet as encountered in the Heron 10-16 well.

for good and valuable consideration, heredy assigns to:

(1) LaBarge Minerals, Inc., assignee, with address at:
P.O. Box 127, Large Wyoming 83123, 7.488929 percent interest in the lease; .716178 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 7.488929 - as to Tract I percent of full leasehold interest), insofar as it covers the following described land:

Township 27 North, Range 111 West
Tract I Section 16: NW/4
Tract II Section 16: SW/4
limited in depth form the surface of the earth to the stratigraphic equivalent of 10,550 feet as found in the Heron 10-16 well

containing 320 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: -0-,

subject to: (1) the Plan of Reorganization filed in the U.S. Bankruptcy Court, District of Colorado, Case Nos. 84-B-5326 and 84-B-5325, entered and approved by the Court and creditors effective 6/28/85. (2) As to Tract II, Farmout Agreement dated 9/27/85 between ITR Petroleum (Delaware) Inc., et al, and Terra Resources, Inc., as amended.
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 preven[redacted]nreasonably interferes with [redacted]opment.

[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 ___ day of December, 19 87

Jesse Gault const
Assignor - Lessee

WITNESS:

By: Jesse Gault owner
Title:

Attest:
Lillian Gault
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Wyoming)
) ss.
County of ~~Sweetwater~~ Lincoln)

On this 11th day of ~~December~~ September 1989, before me personally appeared Jesse Gault dba Jesse Gault Construction, 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 11th day of ~~December~~ September, 19 87.

Berdena Jacobsen
Notary Public

My Commission expires: 8-7-90

ACKNOWLEDGEMENT (For use by Corporation)

State of Wyoming)
) ss.
County of Lincoln)

On this 11th day of Sept, 19 87, before me personally appeared Lowell Hager, to me personally known, who, being by me duly sworn, did say that he is the President of LaBarge Minerals Inc and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Lowell Hager acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 11th day of September, 1987.

Berdena Jacobsen
Notary Public

My Commission expires: 8-7-90

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.)

LEASE SERIAL NO. 72-28069

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 ligation to pay all rentals and royalties due and accruing to said lease, to properly ndon all wells, to restore the leased land upon completion of any operations as scribed in the lease, and to furnish and maintain such bond as may be required by lessor to assure compliance with the terms and conditions of the lease and the icable rules and regulations of the Board of Land Commissioners.

ignated responsible party for all lease rental payments, royalty payments, and correspondence:

Mr. Don Thayer, President

Address: P.O. Box 127

LaBarge, Wyoming 83123

Telephone: 307/386-2365

Assignee's Signature

By: Assignee's Signature

Assignee's Address

P.O. Box 127, LaBarge, Wyoming 83123
Assignee's Address

Date

Sept. 11, 1989
Date

Assignee's Signature

Assignee's Address

Date

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL ME BY THESE PRESENTS: That the undersigned **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado 80202, (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **PRIMA OIL & GAS COMPANY** of Suite 500, 1801 Broadway, 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 equal to **two and one-half percent** (2.5%) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the lands described in Exhibit "A" pursuant to those certain oil and gas leases described in Exhibit "A", said Exhibit "A" attached hereto and by this reference made a part hereof.

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

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the oil and gas leases described in Exhibit "A" hereto.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the lands described in Exhibit "A" or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations 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 oil and gas leases described in Exhibit "A" hereto is less than the entire interest, or if said oil and gas lease(s) cover less than the entire fee title, then the above overriding royalty interest being assigned herein shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of the 8th day of September, 1989.

APEX ENERGY COMPANY

ATTEST:

By: _____
Diana Ives, Secretary

By: _____
Brent J. Morse, Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of September, 1989, by Brent J. Morse, Vice President of Apex Energy Company.

WITNESS my hand and notarial seal.

My Commission Expires 6/4/93

_____
Notary Public

226274

RECORDED Sept. 29 1989 1:00 P M
IN BOOK 84 of G PAGE 83
FEES $ 22.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

EXHIBIT "A"

Rider to that certain Assignment of Overriding Royalty Interest dated September 8, 1989, by and between Apex Energy Company, as Assignor, and Prima Oil & Gas Company, as Assignee.

Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
1. State of Wyoming 87-00241	R.K. O'Connell	6-2-87	Township 30 North, Range 114 West, 6th P.M. Section 36: W2 Containing 320.00 acres, more or less	Lease not recorded in County Records
2. State of Wyoming 87-00351	R.K. O'Connell	8-2-87	Township 30 North, Range 114 West, 6th P.M. Section 16: SW4NE4, NW4NW4, S2NW4 Containing 160.00 acres, more or less	Lease not recorded in County Records
3. Federal Lease No. W-113662	Hawthorn Oil Co.	12-1-88	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 113 West, 6th P.M. Section 11: W2 Section 30: NE4NE4 Section 31: Lots 2, 3, 4, E2SW4, SW4SE4 Containing 612.31 acres, more or less	Lease not recorded in County Records
4. Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 114 West, 6th P.M. Section 11: SE4NE4 Section 12: NE4, N2SE4, NE4SW4, S2NW4 Containing 400.00 acres, more or less	Book 76, Page 8
5. Robert V. Thompson, et ux	R.K. O'Connell	5-22-86	Township 29 North, Range 113 West, 6th P.M. Section 6: Lots 5, 6, 7, W2SE4, E2SW4, SE4NW4 Section 7: Lots 1, 2, W2NE4, E2NW4 Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 5, 6, 7, SW4NE4, W2SE4 Containing 806.61 acres, more or less	Book 77, Page 137

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
6.	Clifford R. Daniels, et ux	R.K. O'Connell	12-30-85	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, more or less	Book 76, Page 415
7.	Inez P. Finnegan	R.K. O'Connell	12-8-85	Same as Lease No. 6 above	Book 76, Page 417
8.	Kenneth M. Gloster, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 647
9.	Kessler Gossage, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 649
10.	Dru Van Riper, et vir	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 651
11.	Charles R. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 653
12.	Frank J. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 655
13.	Shannon M. Trivelpiece,	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 657

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
14.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 113 West, 6th P.M. Section 5: Lots 2, 3, S2NW4, SW4NE4, SW4, W2SE4 Section 6: S2NE4, E2SE4 Section 8: NE4NW4 Containing 632.10 acres, more or less	Book 76, Page 5
15.	Robert A. Springman, et ux	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 25: NE4, NE4NW4, E2SE4 Containing 280.00 acres, more or less	Book 83, Page 216
16.	Robert A. Springman, et ux	High Plains Energy Company	4-19-90	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, more or less	Book 55, Page 547
17.	Federal Lease No. W-80105	Wanda C. Orchard	8-1-82	Township 30 North, Range 114 West, 6th P.M. Section 15: NW4NE4, N2NW4 Containing 120.00 acres, more or less	Lease not recorded in county records
18.	Dan H. Budd and Budd and Sons Land Company	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 23: NE4NE4 Section 24: W2NW4, SE4NW4, S2 Containing 480.00 acres, more or less	Book 83, Page 254
19.	Jennie B. Jordan	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 260

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
20.	Dorothea B. Newcomb	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 264
21.	Federal Lease No. W-113136	Celsius Energy Company	10-1-88	Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2NW4, N2SW4 Section 2: Lot 1, SE4NE4, NE4SE4, Lot 4, SW4NW4 Section 11: W2, SW4NE4, SE4 Section 12: NW4SW4, S2S2 Section 13: All Section 14: All Containing 2,458.69 acres, more or less	Lease not recorded in county records
22.	Robert V. Thompson, et ux	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 221
23.	Francis M. Johnson	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 217

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
24.	Federal Lease No. W-113672	General Atlantic Rockies Production Co.	12-1-88	Township 30 North, Range 114 West, 6th P.M. Section 13: All Section 14: E2NE4 Section 24: NE4, NE4NW4 Section 25: W2NW4, SE4NW4, SW4, W2SE4 Section 26: All Section 35: N2N2, SE4NW4, S2NE4, NE4SW4, N2SE4, SE4SE4 Containing 2,360.00 acres, more or less	Lease not recorded in county records
25.	Karen Davis, individually, as Executrix for the Estate of Shirley B. Luce and as Natural Guardian for Benny James and Bradley Reece Davis	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 34: N2NE4, SE4NE4 Section 35: SW4NW4, NW4SW4 Containing 200.00 acres, more or less	Book 83, Page 222
26.	Frank Schneider	High Plains Energy Company	5-2-89	Township 29 North, Range 114 West, 6th P.M. Section 3: N2SE4 Containing 80.00 acres, more or less	Book 83, Page 214
27.	Ruth F. Budd, Trustee	High Plains Energy Company	6-15-89	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	Book 83, Page 307
28.	Penny Chrisman	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 34: E2SE4 Section 35: S2SW4 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 Containing 628.58 acres, more or less	Book 83, Page 271

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
29.	Pamela Johnson	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 196
30.	Harriet E. Chrisman, et al	Dolar Oil Properties	4-29-89	Same as Lease No. 28 above	Book 83, Page 324
31.	Stella C. Shaver, et vir	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 326
32.	Frank E. Sears, et al	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 328
33.	Federal Lease No. W-83306	David Walter Updike	4-1-83	Township 30 North, Range 114 West, 6th P.M. Section 21: W2NE4, W2, SE4 Containing 560.00 acres, more or less	Book 78, Page 635

END OF EXHIBIT "A"

89

RELEASE OF OIL AND GAS LEASE(S)

Re: TXO Lease #511538-000

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: January 6, 1982
NAME OF LESSOR: Charles G. Chrisman, Harriet E. Chrisman, Frank W. Sears and Sherry Sears, John N. Chrisman and Nadine R. Chrisman, Vego M. Chrisman and Delle J. Chrisman, Helen C. Sears and Frank E. Sears, Stella C. Shaver and Gaius Shaver
NAME OF LESSEE: Williams Exploration Company
RECORDING DATA: Book 64, Page 324

insofar as said Oil and Gas Lease(s) covers the following described lands:

226275

Township 29 North, Range 114 West
Sec 1: S½SW¼
Sec 2: Lot 3, SE¼NW¼, E½SW¼, S½SE¼
Sec 11: N½NE¼
Sec 12: N½NW¼

Township 30 North, Range 114 West
Sec 34: E½SE¼
Sec 35: S½SW¼

Sublette County, Wyoming

RECORDED Sept. 29 19 89 1:20 PM
IN BOOK 84 of G PAGE 90
FEES $ 4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Riley

This Release is executed as of this 25th day of September, 19 89.

ATTEST:

By: _____
Title: _____

TXO PRODUCTION CORP.

By: Lawrence R Chenault
Lawrence R. Chenault
Attorney-in-Fact

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by Lawrence R. Chenault, Attorney-in-Fact, of TXO PRODUCTION CORP., this 25th day of September, 1989.

Witness my hand and official seal.

Kelly J. Read
Notary Public in and for
The State of Texas

My Commission Expires:
March 8 1993

KELLY J. READ
[redacted] State of Texas

Form 3106 - [redacted]
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM [redacted] ED
OMB NO. [redacted]-0034
Expires: August 31, 1985

Lease Serial No.
W-83894

Lease effective date
May 1, 1983

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Mary K. Egan

Address (include zip code)
650 S. Cherry Street - Suite 1400
Denver, Colorado 80222

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T 30 N, R 113 W, 6th P.M. Sec. 7: NE¼NW¼ Containing 40 acres in Sublette County, Wyoming	**SAME LAND DESCRIPTION AS ITEM 2** **226277**

RECORDED Sept. 29 20 89 2:00 P M
IN BOOK 84 O&G PAGE 91
FEES $6.00 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	None
6. Specify overriding royalty previously reserved or conveyed, if any	None

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

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

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

Executed this 15th day of March, 19 85.

(Assignor's Signature)
Marc S. Lippitt
SS# 157-38-4835

650 S. Cherry Street - Suite 1400
(Assignor's Address)

Denver, Colorado 80222
(City) (State) (Zip Code)

0058106-000 (Star Corral)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1985

By Fred O'Toole
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

OCT 31 1985
(Date)

Note: This form may be reproduced provided that copies are exact reproductions of this official form in accordance with 43 CFR 3106.

91

For Assignee

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT 92

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

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

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

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

Executed this 15th day of March, 19 85.

Mary K. Egan
(Assignee's Signature)

Mary K. Egan
SS# 336-34-1560

650 S. Cherry Street - Suite 1400
(Assignee's Address)

Denver, Colorado 80222
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 19 85, by Marc S. Lippitt and Mary K Egan.

Witness my hand and official seal.

JAN BEALS NOTARY PUBLIC STATE OF COLORADO

Jan Beals
Notary Public

My commission expires:

My Commission expires January 25, 1988
650 S. Cherry St., Suite 1400
Denver, CO 80222

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

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND
LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name, Street, City, State, Zip Code:
Marc S. Lippitt
163 West Juan Way
Castle Rock, Colorado 80104

W-83894
(Serial Number)

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

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

T. 30 N., R. 113 W., 6th Prin Mer
Sec 7: NE¼NW¼

226278

RECORDED Sept. 29 19 89 2:00 PM
IN BOOK 84 O&G PAGE 93
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof

Containing a total of 40.00 acres	Annual Rental $ 40.00

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By [signature] (Signature of Signing Officer)
Chief Oil & Gas Section
(Title)

APR 11 1983
(Date)

Effective date of lease: MAY 1 1983

[signature] (Offeror/Lessee Signature)

(Title)

(Atty-in-fact or Agent's Signature)

✓ 3/15/83
(Date Signed)

0058106-000(Star Corral)

93

FOR LESSEE

Sec. 1. [illegible] The lessee [illegible] exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $1[illegible],000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field.

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

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

Rental (a) (ii) Beginning 6th Year, $3 per Acre or Fraction Thereof.

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

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

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

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

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

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

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

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or [illegible] lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

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

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

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

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

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

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

GPO 845-515

RELEASE OF OIL AND GAS LEASE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

115691-A01, Et Al (PPCO No.)
Sublette County, WY

KNOW ALL MEN BY THESE PRESENTS:

That Phillips Petroleum Company 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.
115691 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.
115691-A01 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.
115691-B01 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

226279

RECORDED Sept. 29 19 89 2:10 P M
IN BOOK 84 O&G PAGE 95
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

PHILLIPS PETROLEUM COMPANY

By: R. T. Hillburn
R. T. Hillburn
Title: Attorney-In-Fact

STATE OF Oklahoma)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 14th day of September, 1989, by R. T. Hillburn, as attorney-in-fact of Phillips Petroleum Company.

Witness my hand and official seal.

RUBY I. EVANS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WASHINGTON COUNTY

Commission Expires:
PUBLIC 1992

Ruby I. Evans
Ruby I. Evans, Notary Public

Long Island

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Enron Oil & Gas Company (successor in interest through merger to Belco Development Corporation, a Corporation), whose address is P.O. Box 1188, Houston, Texas 77251-1188, does hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil and Gas Lease situated in the County of Sublette, State of Wyoming, to wit:

Lease Number:	0050242-000
Date:	April 17, 1959
Lessor:	Robert L. Miller, et ux.
Lessee:	Belco Petroleum Corporation
Description:	Township 30 North, Range 112 West
	Section 32: SE/4SE/4
	Section 33: S/2
	Section 34: S/2, S/2NE/4
	Township 29 North, Range 112 West
	Section 3: All
	Section 4: Lots 1-4, S/2N/2, SE/4, E/2SW/4
	Section 5: Lot 1, SE/4NE/4
	Section 9: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4
	Section 10: N/2N/2, S/2NW/4, N/2SW/4
	Containing 2,760.00 acres, more or less
Recorded:	Book 24, Page 3

Executed this 14 day of September, 1989.

226280

ENRON OIL & GAS COMPANY

RECORDED Sept. 29 19 89 2:15 P M
IN BOOK 84 O&G PAGE 96
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

By: D. Weaver
D. Weaver
Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of September, 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

6076D

[redacted] [redacted] [redacted]

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

PERMA LAND COMPANY, 355 Union Blvd, Suite 300, Lakewood, Colorado 80228, hereinafter called Assignor, for and in consideration of the sum of ten Dollars ($10.00) and other good and valuable considerations, does hereby sell, transfer, assign and set over unto Enron Oil & Gas Company, 1801 California St., Suite 3400, Denver, Colorado 80202, hereinafter called Assignee, all of Assignor's right, title, and interest in and to that certain oil and gas lease recorded in Sublette County, Wyoming at Book 83 and Page 689, dated June 22, 1989 by and between Priscilla M. Kysar, a married woman dealing in her sole and separate property, Lessor(s) and Perma Land Company, Lessee, said lease covering Township 29 North, Range 112 West, 6th PM, Section 4: W½SW¼, Section 5: E½SE¼, SW¼SE¼, Section 8: E½, and Section 9: W½W½ being 680.00 acres, more or less. This Assignment is made without warranty of title, express or implied, except as to parties claiming by, through or under Assignor.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 15th day of July 1989.

ATTEST:

Bonnie K Miller

PERMA LAND COMPANY

By: [signature]
Title: General Partner

ACKNOWLEDGEMENT

State of Colorado)
) ss
County of Jefferson)

BEFORE ME, a Notary Public in and for the said County and State, on this 15th day of July, 1989, personally appeared Steven R. Dille, General Partner of PERMA LAND COMPANY, and to me known to the identical person who subscribed the name of PERMA LAND COMPANY to the foregoing instrument as its General Partner, and acknowledged to me that he executed the same as a free and voluntary act and deed and as the free and voluntary act and deed of said PERMA LAND COMPANY for the uses and purposes therein set forth.

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

My Commission Expires: 11-2-89

Janet M Fiscus
Notary Public
Residing at 355 Union Blvd
Lakewood, CO 80228

JANET M. FISCUS NOTARY PUBLIC STATE OF COLORADO

226281

RECORDED Sept. 29 1989 2:20 P M
IN BOOK 84 OIG PAGE 97
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Long Beach

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

PERMA LAND COMPANY, 355 Union Blvd, Suite 300, Lakewood, Colorado 80228, hereinafter called Assignor, for and in consideration of the sum of ten Dollars ($10.00) and other good and valuable considerations, does hereby sell, transfer, assign and set over unto Enron Oil & Gas Company, 1801 California St., Suite 3400, Denver, Colorado 80202, hereinafter called Assignee, all of Assignor's right, title, and interest in and to that certain oil and gas lease recorded in Sublette County, Wyoming at Book 83 and Page 686, dated June 22, 1989 by and between Patricia M. Roberts and Shad Z. Roberts, wife and husband, Lessor(s) and Perma Land Company, Lessee, said lease covering Township 29 North, Range 112 West, 6th PM, Section 4: W½SW¼, Section 5: E½SE¼, SW¼SE¼, Section 8: E½, and Section 9: W½W½ being 680.00 acres, more or less. This Assignment is made without warranty of title, express or implied, except as to parties claiming by, through or under Assignor.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 15th day of July 1989.

ATTEST:

Bonnie K. Mellus

PERMA LAND COMPANY

By: _____
Title: General Partner

ACKNOWLEDGEMENT

State of Colorado)
) ss
County of Jefferson)

BEFORE ME, a Notary Public in and for the said County and State, on this 15th day of July, 1989, personally appeared Steven R. Dille, General Partner of PERMA LAND COMPANY, and to me known to the identical person who subscribed the name of PERMA LAND COMPANY to the foregoing instrument as its General Partner, and acknowledged to me that he executed the same as a free and voluntary act and deed and as the free and voluntary act and deed of said PERMA LAND COMPANY for the uses and purposes therein set forth.

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

JANET M. FISCUS NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: 11-2-89

Janet M Fiscus
Notary Public
Residing at 355 Union Blvd
Lakewood, CO 80228

226282

RECORDED Sept. 29 AD 89 2:25 PM
IN BOOK 84 OG PAGE 98
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Rite

[redacted] [redacted] [redacted]

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

PERMA LAND COMPANY, 355 Union Blvd, Suite 300, Lakewood, Colorado 80228, hereinafter called Assignor, for and in consideration of the sum of ten Dollars ($10.00) and other good and valuable considerations, does hereby sell, transfer, assign and set over unto Enron Oil & Gas Company, 1801 California St., Suite 3400, Denver, Colorado 80202, hereinafter called Assignee, all of Assignor's right, title, and interest in and to that certain oil and gas lease recorded in Sublette County, Wyoming at Book 83 and Page 676, dated June 22, 1989 by and between Kathleen Anne Miller, a single woman, Lessor(s) and Perma Land Company, Lessee, said lease covering Township 29 North, Range 112 West, 6th PM, Section 4: W½SW¼, Section 5: E½SE¼, SW¼SE¼, Section 8: E½, and Section 9: W½W½ being 680.00 acres, more or less. This Assignment is made without warranty of title, express or implied, except as to parties claiming by, through or under Assignor.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 15th day of July 1989.

ATTEST:

Bonnie K. Miller

PERMA LAND COMPANY

By: Steven R. Dille
Title: General Partner

ACKNOWLEDGEMENT

State of Colorado)
) ss
County of Jefferson)

BEFORE ME, a Notary Public in and for the said County and State, on this 15th day of July, 1989, personally appeared Steven R. Dille, General Partner of PERMA LAND COMPANY, and to me known to the identical person who subscribed the name of PERMA LAND COMPANY to the foregoing instrument as its General Partner, and acknowledged to me that he executed the same as a free and voluntary act and deed and as the free and voluntary act and deed of said PERMA LAND COMPANY for the uses and purposes therein set forth.

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

My Commission Expires: 11-2-89

Janet M. Fiscus
Notary Public
Residing at 355 Union Blvd
Lakewood, CO 80228

JANET M. FISCUS NOTARY PUBLIC STATE OF COLORADO

226283

RECORDED Sept. 29 AD 89 2:25 P M
IN BOOK 84 O & G PAGE 99
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

100

Long Island

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

PERMA LAND COMPANY, 355 Union Blvd, Suite 300, Lakewood, Colorado 80228, hereinafter called Assignor, for and in consideration of the sum of ten Dollars ($10.00) and other good and valuable considerations, does hereby sell, transfer, assign and set over unto Enron Oil & Gas Company, 1801 California St., Suite 3400, Denver, Colorado 80202, hereinafter called Assignee, all of Assignor's right, title, and interest in and to that certain oil and gas lease recorded in Sublette County, Wyoming at Book 83 and Page 682, dated June 22, 1989 by and between Matthew Daniel Miller, a single man, Lessor(s) and Perma Land Company, Lessee, said lease covering Township 29 North, Range 112 West, 6th PM, Section 4: $W\frac{1}{2}SW\frac{1}{4}$, Section 5: $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Section 8: $E\frac{1}{2}$, and Section 9: $W\frac{1}{2}W\frac{1}{2}$ being 680.00 acres, more or less. This Assignment is made without warranty of title, express or implied, except as to parties claiming by, through or under Assignor.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 25th day of July 1989.

ATTEST:

S Burnett Boynton

PERMA LAND COMPANY

By: _____
Title: General Partner

ACKNOWLEDGMENT

State of Colorado)
) ss
County of Jefferson)

BEFORE ME, a Notary Public in and for the said County and State, on this 25th day of July, 1989, personally appeared Steven R. Dille, General Partner of PERMA LAND COMPANY, and to me known to be the identical person who subscribed the name of PERMA LAND COMPANY to the foregoing instrument as its General Partner, and acknowledged to me that he executed the same as a free and voluntary act and deed and as the free and voluntary act and deed of said PERMA LAND COMPANY for the uses and purposes herein set forth.

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

My Commission Expires: 6/8/90

_____
Notary Public
355 Union Blvd, Suite 300
Lakewood, Colorado 80228

226284

RECORDED Sept. 29 19 89 2:25 PM
IN BOOK 84 of G PAGE 100
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ridley

[redacted] **ASSI** [redacted] [redacted]

KNOW ALL MEN BY THESE PRESENTS, THAT:

PERMA LAND COMPANY, 355 Union Boulevard, Suite 300, Lakewood, Colorado 80228, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, does hereby sell, transfer, assign and set over unto ENRON OIL & GAS COMPANY, 1801 California Street, Suite 3400, Denver, Colorado 80202, hereinafter called Assignee, all of the Assignor's right, title and interest in and to that certain oil and gas lease recorded in Sublette County, Wyoming at Book 83 and Page 679, dated June 22, 1989 by and between Robert M. Miller, Jr. and Tara L. Miller, husband and wife, Lessor(s), and Perma Land Company, Lessee, said lease covering Township 29 North, Range 112 West, 6th P.M., Section 4: W½SW¼, Section 5: E½SE¼, SW¼SE¼, Section 8: E½, and Section 9: W½W½ being 680.00 acres, more or less. This Assignment is made without warranty of title, express or implied, except as to parties claiming by, through or under Assignor.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 23th day of August, 1989.

ATTEST:

Bonnie K Millers

PERMA LAND COMPANY

BY: Steven R. Dille

TITLE: General Partner

226285

ACKNOWLEDGMENT

RECORDED Sept 29 1989 2:25 PM
IN BOOK 84 O & G PAGE 101
FEES 4.00 Mary L. Lunt for COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lunt

STATE OF COLORADO)
) s.s.
COUNTY OF JEFFERSON)

BEFORE ME, a Notary Public in and for the said County and State, on this 23th day of August, 1989, personally appeared Steven R. Dille, General Partner of PERMA LAND COMPANY, and to me known to be the identical person who subscribed the name of PERMA LAND COMPANY to the foregoing instrument as its General Partner, and acknowledged to me that he executed the same as a free and voluntary act and deed and as the free and voluntary act and deed of said PERMA LAND COMPANY for the uses and purposes therein set forth.

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

My Commission Expires:

3-27-89

JANET M. FISCUS NOTARY PUBLIC STATE OF COLORADO

Janet M Fiscus
Notary Public
Residing at 355 Union Blvd.
Lakewood, CO 80228

102

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL ME BY THESE PRESENTS:

That the undersigned, **APEX ENERGY COMPANY**, Suite 810, 410 17th Street, 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 **PLAINS PETROLEUM OPERATING COMPANY**, Suite 400, 12596 West Bayaud, Lakewood, Colorado 80228, hereinafter called Assignee, 1/3 rd (One-Third) 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 Assignor's rights, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made subject to all of the terms and provisions of the oil and gas leases, assignments to or by Assignor, whether or not recorded on the date hereof, and all agreements pertaining to said leaseholds, whether recorded or not, including but not limited to those agreements listed on Exhibit "B" attached hereto and made a part hereof.

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 11th day of September, 1989.

APEX ENERGY COMPANY CORPORATE SEAL DENVER, COLORADO

ATTEST:

By: _____
Diana Ives, Secretary

APEX ENERGY COMPANY

By: _____
Brent J. Morse, Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

MARIBETH NAUGHTON NOTARY PUBLIC STATE OF COLORADO

The foregoing instrument was acknowledged before me this 11th day of September, 1989, by Brent J. Morse, Vice-President of Apex Energy Company.

WITNESS my hand and notarial seal.

My Commission Expires 6/4/92

_____
Notary Public

226315

RECORDED Oct 2 1989 1:50 PM
IN BOOK 84 O & G PAGE 102
FEES $32.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

EXHIBIT "A"

Rider to that certain Blanket Assignment of Oil and Gas Leases dated September 11, 1989, by and between Apex Energy Company, as Assignor, and Plains Petroleum Operating Company, as Assignee.

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
1.	State of Wyoming 87-00241	R.K. O'Connell	6-2-87	Township 30 North, Range 114 West, 6th P.M. Section 36: W2 Containing 320.00 acres, more or less	Lease not recorded in County Records
2.	State of Wyoming 87-00351	R.K. O'Connell	6-2-87	Township 30 North, Range 114 West, 6th P.M. Section 16: SW4NE4, NW4NW4, S2NW4 Containing 160.00 acres, more or less	Lease not recorded in County Records
3.	Federal Lease No. W-113662	Hawthorn Oil Co.	12-1-88	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 113 West, 6th P.M. Section 11: W2 Section 30: NE4NE4 Section 31: Lots 2, 3, 4, E2SW4, SW4SE4 Containing 612.31 acres, more or less	Lease not recorded in County Records
4.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 114 West, 6th P.M. Section 11: SE4NE4 Section 12: NE4, N2SE4, NE4SW4, S2NW4 Containing 400.00 acres, more or less	Book 76, Page 8
5.	Robert V. Thompson, et ux	R.K. O'Connell	5-22-86	Township 29 North, Range 113 West, 6th P.M. Section 6: Lots 5, 6, 7, W2SE4, E2SW4, SE4NW4 Section 7: Lots 1, 2, W2NE4, E2NW4 Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 5, 6, 7, SW4NE4, W2SE4 Containing 806.61 acres, more or less	Book 77, Page 137

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
6.	Clifford R. Daniels, et ux	R.K. O'Connell	12-30-85	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, more or less	Book 76, Page 415
7.	Inez P. Finnegan	R.K. O'Connell	12-6-85	Same as Lease No. 6 above	Book 76, Page 417
8.	Kenneth M. Gloster, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 647
9.	Kessler Gossage, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 649
10.	Dru Van Riper, et vir	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 651
11.	Charles R. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 653
12.	Frank J. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 655
13.	Shannon M. Trivelpiece,	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 657

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
14.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 113 West, 6th P.M. Section 5: Lots 2, 3, S2NW4, SW4NE4, SW4, W2SE4 Section 6: S2NE4, E2SE4 Section 8: NE4NW4 Containing 632.10 acres, more or less	Book 76, Page 5
15.	Robert A. Springman, et ux	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 25: NE4, NE4NW4, E2SE4 Containing 280.00 acres, more or less	Book 83, Page 216
16.	Robert A. Springman, et ux	High Plains Energy Company	4-19-90	Township 30 North, Range 113 West, 6th P.M. Section 19: Lot 4 Section 30: Lots [illegible], 3, E2NW4, NE4SW4, W2E2 Containing 455.34 acres, more or less	Book 55, Page 547
17.	Federal Lease No. W-80105	Wanda C. Orchard	8-1-82	Township 30 North, Range 114 West, 6th P.M. Section 15: NW4NE4, N2NW4 Containing 120.00 acres, more or less	Lease not recorded in county records
18.	Dan H. Budd and Budd and Sons Land Company	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 23: NE4NE4 Section 24: W2NW4, SE4NW4, S2 Containing 480.00 acres, more or less	Book 83, Page 254
19.	Jennie B. Jordan	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 260

Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
20. Dorothea B. Newcomb	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 264
21. Federal Lease No. W-113136	Celsius Energy Company	10-1-88	Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2NW4, N2SW4 Section 2: Lot 1, SE4NE4, NE4SE4, Lot 4, SW4NW4 Section 11: W2, SW4NE4, SE4 Section 12: NW4SW4, S2S2 Section 13: All Section 14: All Containing 2,458.69 acres, more or less	Lease not recorded in county records
22. Robert V. Thompson, et ux	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 221
23. Francis M. Johnson	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 217

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
24.	Federal Lease No. W-113672	General Atlantic Rockies Production Co.	12-1-88	Township 30 North, Range 114 West, 6th P.M. Section 13: All Section 14: E2NE4 Section 24: NE4, NE4NW4 Section 25: W2NW4, SE4NW4, SW4, W2SE4 Section 26: All Section 35: N2N2, SE4NW4, S2NE4, NE4SW4, N2SE4, SE4SE4 Containing 2,360.00 acres, more or less	Lease not recorded in county records
25.	Karen Davis, individually, as Executrix for the Estate of Shirley B. Luce and as Natural Guardian for Benny James and Bradley Reece Davis	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 34: N2NE4, SE4NE4 Section 35: SW4NW4, NW4SW4 Containing 200.00 acres, more or less	Book 83, Page 222
26.	Frank Schneider	High Plains Energy Company	5-2-89	Township 29 North, Range 114 West, 6th P.M. Section 3: N2SE4 Containing 80.00 acres, more or less	Book 83, Page 214
27.	Ruth F. Budd, Trustee	High Plains Energy Company	6-15-89	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	Book 83, Page 307
28.	Penny Chrisman	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 34: E2SE4 Section 35: S2SW4 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 Containing 628.58 acres, more or less	Book 83, Page 271

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
29.	Pamela Johnson	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 196
30.	Harriet E. Chrisman, et al	Dolar Oil Properties	4-29-89	Same as Lease No. 28 above	Book 83, Page 324
31.	Stella C. Shaver, et vir	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 326
32.	Frank E. Sears, et al	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 328
33.	Federal Lease No. W-83306	David Walter Updike	4-1-83	Township 30 North, Range 114 West, 6th P.M. Section 21: W2NE4, W2, SE4 Containing 560.00 acres, more or less	Book 78, Page 635

END OF EXHIBIT "A"

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EXHIBIT "B"

Attached to and made a part of that certain Assignment of Oil and Gas Leases between Apex Energy Company, Assignor, and Plains Petroleum Operating Company, Assignee, dated 9/11/89.

1) A letter agreement dated February 23, 1989 between Morenergy Exploration Company, Bush Energy Company and Prima Oil and Gas Company.

2) A Joint Operating Agreement dated June 1, 1989 between Prima Oil and Gas Company (as Operator) and Apex Energy Company (as Non-Operator).

3) A Unit Agreement and Unit Operating Agreement dated August 10, 1989 for the development and operation of the Springman Creek Unit Area.

4) A letter agreement dated September 7, 1989 between Apex Energy Company and Plains Petroleum Operating Company.

5) A letter agreement between R. K. O'Connell, R. K. O'Connell Pension Plan, Hawthorne Oil Company and High Plains Energy Company dated April 3, 1989, and an amendment letter agreement thereto dated April 25, 1989 pertaining to Lease Nos. 1-14 as tabulated on Exhibit "A".

6) A letter agreement dated April 10, 1989 between Robert A. Springman and Wilda Sprngman and High Plains Energy Company pertaining to Lease Nos. 15-16 as tabulated on Exhibit "A".

7) A letter agreement dated May 2, 1989 between Wanda R. Orchard and High Plains Energy Company pertaining the Lease No. 17. as tabulated on Exhibit "A".

8) A Surface Damage and Right-of-Way Agreement dated May 19, 1989 between Dan H. Budd, Budd and Sons Land Company and High Plains Energy Company pertaining to Lease Nos. 18-20 as tabulated on Exhibit "A".

9) A letter agreement dated June 12, 1989 between Celsius Energy Company and Morenergy Exploration Company pertaining to Lease No. 21 as tabulated on Exhibit "A".

10) A letter agreement dated June 21, 1989 between Amoco Production Company and Morenergy Exploration Company pertaining to Lease Nos. 22-23 as tabulated on Exhibit "A".

11) A letter agreement dated July 10, 1989 between General Atlantic Resources, Inc. and Morenergy Exploration Company pertaining to Lease No. 24 as tabulated on Exhibit "A".

12) A letter agreement dated July 17, 1989 between Presidio Exploration, Inc. and Morenergy Exploration Company and an amendment letter agreement thereto dated July 20, 1989 pertaining to Lease No. 24 as tabulated on Exhibit "A".

13) A Surface Damage Agreement dated April 10, 1989 on Karen Davis Lease No. 25.

14) A Surface Damage Agreement dated July 21, 1989 on Ruth F. Budd Lease No. 27.

15) A letter agreement dated August 17, 1989 between Dolar Oil Properties, et al and High Plains Energy Company pertaining to Lease Nos. 28-32 as tabulated on Exhibit "A".

16) A letter agreement dated August 17, 1989 between G. G. Farnsworth, James E. Zerbst and Apex Energy Company pertaining to Lease No. 33 as tabulated on Exhibit "A".

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 14 day of SEPT., 1989.

Fairway Oil & Gas Company

ATTEST: Patricia M Unger By: X Peter J. Redfern, Partner

226316

RECORDED Oct. 2 1989 2:20 PM
IN BOOK 84 OIG PAGE 111
FEES $ Fee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF New Jersey] ss.
COUNTY OF Morris]

THE FOREGOING instrument was acknowledged before me this 1st day of By: mar Riley
September, 1989, by Peter J. Redfern as Partner
of Fairway Oil & Gas Company.

WITNESS my hand and notarial seal.

My Commission Expires _____

Patricia M. Unger
Notary Public

PATRICIA M. UNGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 24, 1990
Qualified in Morris County

///

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 if any in and to that certain Oil and Gas Lease by and between Vernon M. Johnson, a single man and Francis M. Johnson, a single woman, 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 10: SE4SE4
Section 14: SW4NE4, NW4NW4, S2NW4, SW4, W2SE4
Section 15: NE4NE4, SE4
Section 22: NE4NE4

and containing 680.00 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 169.

WITNESS the following signatures this 13th day of September, 1989.

PACIFIC ENTERPRISES OIL COMPANY (USA)
Successor-in-Interest to
Terra Resources, Inc.
Successor-in-Interest to Farmland
International Energy Co.

ATTEST: E. Wayne Berg

By: R.E. Rinard

226317

RECORDED	Oct. 2 1989 2:20 PM
IN BOOK	84 O&G PAGE 112
FEES $	4.00 Mary L. Lankford COUNTY CLERK
	SUBLETTE COUNTY, PINEDALE, WYOMING

By Jean Riley

STATE OF [illegible]
COUNTY OF [illegible] ss.

THE FOREGOING instrument was acknowledged before me this 13th day of September, 1989, by R.E. RINARD as VICE-PRESIDENT of Pacific Enterprises Oil Company (USA) Successor-in-Interest to Terra Resources, Inc., Sucessor-in-Interest to Farmland International Energy Co.

WITNESS my hand and notarial seal.

My Commission Expires [illegible]

Nancy Snyder Iske
Notary Public

[redacted] [redacted] [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, if any, in and to that certain Oil and Gas Lease by and between Charles G. Chrisman, a single man; Harriet E. Chrisman, a single woman; Frank W. Sears and Sherry Sears, his wife; John N. Chrisman and Nadine R. Chrisman, his wife; Vego M. Chrisman and Delle J. Chrisman, his wife; Helen C. Sears and Frank E. Sears, her husband; and Stella C. Shaver and Gaius Shaver, her husband, as Lessors, and Williams Exploration Company, as Lessee, dated January 6, 1982, covering the following described land, to-wit:

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

and containing 628.58 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 324.

WITNESS the following signatures this 13th day of September, 1989.

PACIFIC ENTERPRISES OIL COMPANY (USA)
Successor-In-Interest To
Terra Resources, Inc.

ATTEST: X [signature] By: X [signature]

226318

RECORDED Oct. 2 1989 2:20 PM
IN BOOK 84 O&G PAGE 113
FEES $4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [signature]

STATE OF [redacted]]
] ss.
COUNTY OF [redacted]]

THE FOREGOING instrument was acknowledged before me this 13th day of September, 1989, by R.E. RINARD as VICE-PRESIDENT of Pacific Enterprises Oil Company (USA) Successor-In-Interest To Terra Resources, Inc..

WITNESS my hand and notarial seal.

My Commission Expires [redacted]

[signature]
Notary Public

114

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-76447

Lease Effective Date
(Anniversary Date)
10-01-82

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* : JRO, INC., dba Outerbridge & Associates, Inc.
   Street: 621 17th Street, Suite 2210
   City, State, ZIP Code: Denver, Colorado 80293-2201

*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 35 North, Range 115 West 6th P.M. Section 15: N½, N½SW¼, SE¼SW¼, SE¼ Containing 600.00 acres Sublette County, Wyoming 226357	100%	100%	None	5%	-0-

RECORDED Oct. 6 1989 2:30 PM
IN BOOK 84 of G PAGE 114
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
89 JUN 21 AM 9:30
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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.

By /s/ DAVID A. POMERENKE (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

JUL 7 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.

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 2nd day of June, 19 89

Name of Assignor as shown on current lease Roger Schock
Please type or print

Assignor Roger Schock (Signature)
or
Attorney-in-fact Antoinette Schock
Antoinette Schock, (Signature) his spouse
7965 Hollywood Boulevard
(Assignor's Address)
Los Angeles, California 90046
(City) (State) (Zip Code)

Executed this 9th day of June, 19 89

JRO, INC., DBA OUTERBRIDGE & ASSOCIATES, INC.

Assignee BY: [signature] President
(Signature)
or
Attorney-in-fact ATTEST Craig D. Outerbridge 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.

Assignee may surrender said lease to the United States as to all or any part of the land offered thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall at least sixty (60) days prior to any anniversary of said lease deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Roger Schock, Assignor
SS# 138-30-3275

Antoinette Schock
Antoinette Schock, his wife
617-34-1792

JRO, Inc., dba Outerbridge & Associates, Inc.

By: J. Robert Outerbridge
President

ATTEST:

Craig D. Clock
Secretary

SEAL

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

The foregoing Assignment of Record Title Interest of Federal Lease WYW 76447 was acknowledged before me this 2ND day of JUNE, 1989, by Roger Schock and Antoinette Schock, husband and wife.

WITNESS my hand and official seal.

My Commission Expires:

OFFICIAL SEAL
BYRON KATZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Dec. 16, 1991

Byron Katz
Notary Public
Address: 8861 N. FAIRFAX AVE., L.A., CA 90036

Form 3070-3
(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 SEP -5 AM 9:30
CHEYENNE, WYOMING

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-77640

Lease Effective Date
(Anniversary Date)
06-01-82

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* JRO, Inc., dba Outerbridge & Associates, Inc.
Street 621 17th Street, Suite 2210
City, State, ZIP Code Denver, Colorado 80293

*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 35 North, Range 115 West, 6th P.M. Section 10: N½, N½S½, SE¼SW¼, S½SE¼ containing 600.00 acres Sublette County, Wyoming 226358	100%	100%	-0-	5%	None

RECORDED Oct. 6 19 89 2:46 PM
IN BOOK 84 O&G PAGE 117
FEES $3.00 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 effective OCT 1 1989

☐ Assignment approved for attached land description

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

By /s/ F. R. BELTZ ACTING SUPERVISORY LAND LAW EXAMINER SEP 14 1989
(Authorized Officer) (Title) FOR ASSIGNEE (Date)

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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.

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 20th day of June, 19 89

NORTHSTAR ENERGY COMPANY, L.P.

Name of Assignor as shown on current lease

Please type or print

Assignor BY: _____ General Partner

or

Attorney-in-fact _____

(Signature)

P.O. Box 10350

(Assignor's Address)

Reno Nevada 89510

(City) (State) (Zip Code)

Executed this 6th day of July, 19 89

JRO, Inc., dba Outerbridge & Associates, Inc.

Assignee BY: _____ President

~~or~~ ATTEST: _____ Secretary

~~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.

Assignee may surrender said lease to the United States as to all or any part of the and offered thereby without incurring any liability whatsoever to Assignor, provided that rior to the making of any such surrender, Assignee shall at least sixty (60) days prior to ny anniversary of said lease deposit in the United States Mail as certified mail with eturn receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. ssignor shall have thirty (30) days from the depositing of such notice by Assignee within hich to elect to take and receive a reassignment of said Oil and Gas Lease as to the land roposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive otice in writing from Assignor that Assignor has elected to take an assignment of said ease as to said land proposed to be surrendered, Assignee shall execute and deliver to ssignor in triplicate a proper reassignment of the rights and interests hereby assigned s to the land so specified in Assignee's notice of intention to surrender. Failure of ssignor to notify Assignee within said thirty (30) day period, of Assignor's election to ake a reassignment, shall be deemed to constitute Assignor's consent to said proposed urrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, or a period of thirty (30) days following the delivery of said reassignment to him, to ile said reassignment with the Bureau of Land Management for approval, together with a roper showing of the qualification of Assignor to receive said reassignment and hold a ease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender o the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect o said lease as to any reassigned land from and after thirty (30) days from the date ssignee deposits any notice of proposed surrender in the United States Mails, but Assignee hall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee hall not be liable for its failure to pay or the improper payment of any rental or royalty o long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, ssignee's obligations under the preceding three (3) paragraphs shall cease and terminate ixty (60) days prior to the end of the primary term of said lease.

NORTHSTAR ENERGY COMPANY, L.P.

BY: _____
Peter W. Hummel, General Partner
Tax ID # 88-0199547

JRO, INC., dba OUTERBRIDGE & ASSOCIATES, INC. ATTEST:

BY: _____ _____
President Secretary

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

R. H. FLOURNOY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES NOV 10, 1991

SEAL

The foregoing Assignment of Record Title Interest of Federal Lease WYW-77640 was acknowledged before me this 20th day of June, 1989, by Peter W. Hummel, General Partner for Northstar Energy Company, L.P.

WITNESS my hand and official seal

My Commission Expires: Nov. 10, 1991

_____
Notary Public
Address P.O. Box 10350, Reno, NV 89510

120

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

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)

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

W-85925
Lease Serial No.

3/1/84
Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

RECORDED Oct. 6 1989 2:45 PM
IN BOOK 84 O&G PAGE 120
FEES 6.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jan Riley

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

JRO, Inc.
dba Outerbridge & Associates, Inc.
621 17th Street, Suite 2210
Denver, Colorado 80293

226359

*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)* XX 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 Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements other than is 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 35 North, Range 115 West, 6th P.M., Wyoming Section 2: SW¼ Containing 160 acres, more or less Sublette County, Wyoming This assignment is made without warranty of title, either expressed or implied and on an no return of consideration paid basis. In the event the assignee does not wish to pay a subsequent annual rental for this oil and gas lease, it shall notify the assignor herein of its intention at least thirty (30) days before the anniversary date of this oil and gas lease and reassign said oil and gas lease to the assignor upon its demand without any encumbrances except those existing on the date hereof.	100%	100%	none	5% of 8/8ths, inclusive of all previously existing overriding royalties	5% of 8/8ths

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.

By /s/ DAVID A. POMERINKE (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title) JUL 7 1989 (Date)

FOR ASSIGNEE

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

State of COLORADO)
) ss.
County of Arapahoe)

On this 31st day of May, 19 89, before me personally appeared Arthur E. Meinhart, to me personally known, who, being by me duly sworn, did say that he is the President of WESTERN AMERICAN EXPLORATION CO. 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 Arthur E. Meinhart acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 31st day of May, 19 89

BETTE J. SAUER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires October 20, 1990

Notary Public

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 31st day of May, 19 89

Name of Assignor as shown on current lease Western American Exploration Co.
Please type or print

Assignor Western American Exploration Co.
Attest: President
(Signature) Arthur E. Meinhart
Attorney-in-fact
Secretary
(Signature) Irwin Rubenstein
12355 East Cornell Avenue
(Assignor's Address)
Aurora, Colorado 80014
(City) (State) (Zip Code)

Executed this 9th day of June, 19 89

Assignee JRO, Inc., dba OuterBridge & Associates, Inc
by: (Signature) Agent-in-Fact
Attest: Secretary
(Signature) 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.

122

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-85926

Lease Effective Date
(Anniversary Date)
MARCH 1, 1984

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* J.R.O., Inc., dba Outerbridge & Associates, Inc.
Street 621 - 17th Street, Suite 2210
City, State, ZIP Code Denver, Colorado 80293

*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
STATE: WYOMING COUNTY: SUBLETTE TOWNSHIP 35 NORTH, RANGE 115 WEST, 6th PM SECTION 3: LOTS 1,2,3,4, S/2N/2, S/2; CONTAINING 638 ACRES, MORE OR LESS 226360	100.00%	100.00%	NONE	4.5% of 8/8ths	0.5% of 8/8ths

RECORDED Oct 6 1989 2:50 PM
IN BOOK 84 Of G PAGE 122
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

CHECKED BY THE DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
WYOMING
89 JUN 21 AM 9:30

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 JUL 1 1989

By /s/ DAVID A. POMERINKE
(Authorized Officer)

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER JUL 7 1989
(Title) FOR ASSIGNEE (Date)

[redacted] [redacted] [redacted]

art 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.

***** SEE ATTACHED REASSIGNMENT PROVISIONS *****

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 MAY, 19 89

Name of Assignor as shown on current lease PATRICIA C. ALKER
Please type or print

Assignor Patricia C. Alker
(Signature) PATRICIA C. ALKER

or
Attorney-in-fact
(Signature) HENRY A. ALKER, SPOUSE

POST OFFICE BOX 3168
(Assignor's Address)

SAN FRANCISCO, CALIFORNIA 94119
(City) (State) (Zip Code)

Executed this 2nd day of June, 19 89

JRO, Inc., dba Outerbridge & Associates, Inc.

Assignee BY: [signature]
(Signature) President

or ATTEST
Attorney-in-fact
(Signature) Secretary

Craig D. Glenn

Sec. 1001 makes it a crime for any pers[illegible] owingly and willfully to make to any Department or a[illegible]y of the United States any false, fictitious or fraudulen[illegible] entations as to any matter within its jurisdiction.

REASSIGNMENT PROVISIONS ATTACHED TO ASSIGNMENTS OF RECORD TITLE FOR WYOMING FEDERAL OIL & GAS LEASE W-85926 DATED 25 MAY, 1989

In the event Assignee shall at any time desire to surrender said lease (W-85926), as to all or any part of the attached-described lands, Assignee shall so notify Assignor in writing (by U.S. Certified Mail) thereof at least sixty (60) days in advance of the next anniversary date of said lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof in writing within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course, reassign to Assignor all of such interest. It shall be the Assignor's sole responsibility to provide his current mailing address to the Assignee for the purpose of reassignment. Such reassignment shall be tendered, as described above, by the Assignee, but it shall not be required that the Assignee tender such reassignment on the anniversary/expiration date of the primary term of said lease. In the event Assignor does not so elect to reacquire said lease as to the lands to be surrendered, as aforesaid, the Assignee may surrender such lease to the Lessor. Failure to tender the reassignment shall render Assignor liable only if Assignee has retained herein an interest in production. Such liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not, under any circumstances exceed the cash consideration paid for this assignment.

By: Patricia C. Alker
Patricia C. Alker, Assignor
Social Security #154-40-9671

Henry A. Alker
Henry A. Alker, Spouse

J R O , Inc., dba Outerbridge & Associates, Inc.

ATTEST:

By: Robert Outerbridge
Title

By: Craig D. Close
Secretary

State of California)
County of San Francisco) ss.

On this 25 day of May 1989, before me personally appeared Patricia C. Alker, Assignor, Henry A. Alker, Spouse, to me known to be the persons described in and who executed the attached and foregoing instruments, 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.

OFFICIAL SEAL
AMY PAGE KAVIANI
NOTARY PUBLIC CALIFORNIA
San Francisco County
My Commission Expires June 16, 1989

Amy Page Kaviani
Notary Public

My Commission Expires: June 16, 1989

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-85927

Lease Effective Date
(Anniversary Date)
03-01-84

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* JRO, INC., dba Outerbridge & Associates, Inc.
   Street 621 17th Street, Suite 2210
   City, State, ZIP Code Denver, Colorado 80293

*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 35 North, Range 115 West, 6th P.M. Section 10: SW¼SW¼ Section 15: SW¼SW¼ containing 80.00 acres Sublette County, Wyoming	100%	100%	-0-	5%	-0-

226361

RECORDED Oct. 6 AD 89 2:50 PM
IN BOOK 84 O&G PAGE 125
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
RECEIVED
89 JUN 21 AM 9:30

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 JUL 1 1989

By **/s/ DAVID A. POMERINKE** (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title) JUL 7 1989 (Date)

FOR ASSIGNEE

125

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.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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 31ST day of MAY, 19 89

Name of Assignor as shown on current lease Wally John Picou
Please type or print

Assignor Wally John Picou
or WALLY JOHN PICOU (Signature)
Attorney-in-fact Mary Lee H. Picou
MARY LEE H. (Signature) PICOU (SPOUSE)

605 Sarah Court
(Assignor's Address)

Virginia Beach (City) Virginia (State) 23464 (Zip Code)

Executed this 9th day of June, 19 89

JRO, INC., DBA OUTERBRIDGE & ASSOCIATES, INC.

Assignee BY: J. Robert Outerbridge
(Signature) President
or ATTEST Craig R. Peed
Attorney-in-fact (Signature) 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.

[redacted] [redacted] [redacted]

Assignee may surrender said lease to the United States as to all or any part of the land offered thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall at least sixty (60) days prior to any anniversary of said lease deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

Wally John Picou

Wally John Picou, Assignor
SS # 461-50-1536

× Mary Lee H. Picou

Mary Lee H. Picou, his wife

JRO, Inc., dba Outerbridge & Associates, Inc.

BY: J. Robert Outerbridge
Title

ATTEST:

BY: Craig D. Clark
Secretary

STATE OF VIRGINIA)
) ss.
COUNTY OF City of Virginia Beach

The foregoing Assignment of Record Title Interest of Federal Lease WYW 85927 was acknowledged before me this 31ST day of MAY, 1989, by Wally John Picou and Mary Lee H. Picou, husband and wife.

WITNESS my hand and official seal.

My Commission Expires:

4-6-90

Barbara W. Farwell
Notary Public
Address: _____

128

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-85929

Lease Effective Date
(Anniversary Date)
MARCH 1, 1984

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* J R O , Inc., dba Outerbridge & Associates, Inc.
Street 621 - 17th Street, Suite 2210
City, State, ZIP Code Denver, Colorado 80293

*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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XX 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
STATE: WYOMING COUNTY: SUBLETTE TOWNSHIP 35 NORTH, RANGE 115 WEST, 6th PM SECTION 11: SW/4; SECTION 14: W/2; SECTION 22: NE/4; CONTAINING 640 ACRES MORE OR LESS SUBJECT TO THAT CERTAIN LETTER AGREEMENT BETWEEN AMOCO PRODUCTION COMPANY AND SPIRO G. VASSILOPOULOS, DATED MARCH 22, 1989.	100.00%	100.00%	NONE	1.00% of 8/8ths	5.00% of 8/8ths

226362

RECORDED Oct. 6 1989 8:00 AM
IN BOOK 84 O & G PAGE 128
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Riley

89 JUN 21 AM 9:30
RECEIVED
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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.

By /s/ DAVID A. POMERINKE (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title) JUL 7 1989 FOR ASSIGNEE (Date)

[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.

***** SEE ATTACHED REASSIGNMENT PROVISIONS*****

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 la 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 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 St 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 exce 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 Distri 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) 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 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 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 royalt 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 22ND day of MAY, 19 89

Name of Assignor as shown on current lease SPIRO G. VASSILOPOULOS
Please type or print

Assignor Spiro G. (Signature) Vassilopoulos
or
Attorney-in-fact Mary L. (Signature) Vassilopoulos, Spouse

909 RIO VISTA CIRCLE SOUTHWEST
(Assignor's Address)

ALBUQUERQUE, NEW MEXICO 87105
(City) (State) (Zip Code)

Executed this 2nd day of June, 1989

Assignee JRO, Inc., dba Outerbridge & Associates, Inc.

BY: (Signature) President
~~or~~ ATTEST
~~Attorney-in-fact~~ (Signature) 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 statements or representations as to any matter within its jurisdiction

REASSIGNMENT PROVISIONS ATTACHED TO ASSIGNMENTS OF RECORD TITLE
FOR WYOMING FEDERAL OIL & GAS LEASE W-85929
DATED MAY 22ND, 1989

In the event Assignee shall at any time desire to surrender said lease, as to all or any part of the attached/described lands, Assignee shall so notify Assignor in writing (by U.S. Registered or Certified Mail) thereof at least sixty (60) days in advance of the next anniversary date of the lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof in writing within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course reassign to Assignor all of such interest. Such reassignment shall be tendered, as described above, by the Assignee, but shall not be required that the Assignee shall tender such reassignment on the anniversary/expiration date of the primary term of said lease. In the event Assignor does not so elect to reaquire saidlease as to the lands to be surrendered, as aforesaid, the Assignee may surrender such lease tc the Lessor, or parties then entitled thereto, in accordance with the terms of such lease, and Assignor agrees to join in the execution and delivery of such instrument of surrender as may then be reasonably necessary. Failure to tender the reassignment shall render Assignee liable only in the event Assignor has reserved herein an interest in production. Such liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due but shall not, under any circumstances, exceed the cash consideration paid for this assignment.

Spiro G. Vassilopoulos, Assignor
EIN 85-0296490

Mary L. Vassilopoulos, his wife

J R O , Inc, dba Outerbridge & Associates, Inc.

By _____
President Title

ATTEST:

By _____
Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this 22nd day of May 1989, before me personally appeared **Spiro G. Vassilopoulos, Assignor, and Mary L. Vassilopoulos, his wife,** to me known to be the persons described in and who executed the foregoing and attached intruments, 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 7/28/89

NOTARY PUBLIC

orm 3000-3
une 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-85930

Lease Effective Date
(Anniversary Date)
MARCH 1, 1984

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* J R O , Inc., dba Outerbridge & Associates, Inc.
Street 621 - 17th Street, Suite 2210
City, State, ZIP Code Denver, Colorado 80293

*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
STATE: WYOMING COUNTY: SUBLETTE TOWNSHIP 35 NORTH, RANGE 115 WEST, 6th PM Section 11: SE/4; Section 13: All; Section 14: E/2; Section 23: E/2; Section 24: All; CONTAINING 2,080 ACRES MORE OR LESS SUBJECT TO THAT CERTAIN LETTER AGREEMENT BETWEEN AMOCO PRODUCTION COMPANY AND SPIRO G. VASSILOPOULOS, DATED MARCH 22, 1989.	100.00%	100.00%	NONE	1.00% of 8/8ths	5.00% of 8/8ths

226363

RECORDED Oct. 6 1989 3:00 PM
IN BOOK 84 O&G PAGE 131
FEES $8.00 Mary E. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

CANCELLED
RECEIVED
89 JUN 21 AM 9:30
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 JUL 1 1989

By /s/ DAVID L. POMEROY
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 7 1989
FOR ASSIGNEE (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.

***** SEE ATTACHED REASSIGNME T PROVISIONS*****

PART B: CERTIFICATION AND EQUEST 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 la 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 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 Sta 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 exce 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 Distri 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) A 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 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 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 royalt 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 22ND day of MAY, 19 89

Name of Assignor as shown on current lease SPIRO G. VASSILOPOULOS
Please type or print

Assignor Spiro G. Vassilopoulos
or
Attorney-in-fact Mary L. Vassilopoulos (Signature)
Mary L. (Signature) Vassilopoulos, Spouse

909 RIO VISTA CIRCLE SOUTHWEST
(Assignor's Address)

ALBUQUERQUE, NEW MEXICO 87105
(City) (State) (Zip Code)

Executed this 2nd day of June, 19 89

JRO, Inc., dba Outerbridge & Associates, Inc

Assignee BY: (Signature) President
~~or~~ ATTEST ~~Attorney-in-fact~~
(Signature) Secretary

18 U.S.C. Sec. 1001 makes it a crime for any p on knowingly and willfully to make to any Department gency of the United States any false, fictitious or fraudulen nts or representations as to any matter wit. s jurisdiction.

REASSIGNMENT PROVISIONS ATTACHED TO ASSIGNMENTS OF RECORD TITLE FOR WYOMING FEDERAL OIL & GAS LEASE W-85930 DATED MAY 22ND, 1989

In the event Assignee shall at any time desire to surrender said lease, as to all or any part of the attached/described lands, Assignee shall so notify Assignor in writing (by U.S. Registered or Certified Mail) thereof at least sixty (60) days in advance of the next anniversary date of the lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof in writing within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course reassign to Assignor all of such interest. Such reassignment shall be tendered, as described above, by the Assignee, but shall not be required that the Assignee shall tender such reassignment on the anniversary/expiration date of the primary term of said lease. In the event Assignor does not so elect to reaquire saidlease as to the lands to be surrendered, as aforesaid, the Assignee may surrender such lease to the Lessor, or parties then entitled thereto, in accordance with the terms of such lease, and Assignor agrees to join in the execution and delivery of such instrument of surrender as may then be reasonably necessary. Failure to tender the reassignment shall render Assignee liable only in the event Assignor has reserved herein an interest in production. Such liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due but shall not, under any circumstances, exceed the cash consideration paid for this assignment.

Spiro G. Vassilopoulos, Assignor
EIN/85-0296490

Mary L. Vassilopoulos, his wife

J R O , Inc, dba Outerbridge & Associates, Inc.

By _____
President Title

ATTEST:

By _____
Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this 22nd day of May 1989, before me personally appeared **Spiro G. Vassilopoulos, Assignor, and Mary L. Vassilopoulos, his wife,** to me known to be the persons described in and who executed the foregoing and attached intruments, 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 7/28/89

_____
NOTARY PUBLIC

134

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-85931

Lease Effective Date
(Anniversary Date)
MARCH 1, 1984

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* J R O , Inc., dba Outerbridge & Associates, Inc.
Street 621 - 17th Street, Suite 2210
City, State, ZIP Code Denver, Colorado 80293

*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
STATE: WYOMING COUNTY: SUBLETTE TOWNSHIP 35 NORTH, RANGE 115 WEST, 6th PM SECTION 12: S/2; CONTAINING 320 ACRES MORE OR LESS SUBJECT TO THAT CERTAIN LETTER AGREEMENT BETWEEN AMOCO PRODUCTION COMPANY AND SPIRO G. VASSILOPOULOS, DATED MARCH 22, 1989.	100.00%	100.00%	NONE	1.00% of 8/8ths	5.00% of 8/8ths

226364

RECORDED Oct. 6 1989 3:00 P.M.
IN BOOK 84 O&G PAGE 134
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
89 JUN 21 AM 9:30
CHEYENNE, WYOMING

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.

By /s/ DAVID A. POMERINKE
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 7 1989
(Date)

FOR ASSIGNEE

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.

***** SEE ATTACHED REASSIGNMENT PROVISIONS*****

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 l 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 State 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 S 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 exc 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 Dist 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) 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) Assigne 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 no 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 here

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 roya 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 22ND day of MAY, 19 89

Name of Assignor as shown on current lease SPIRO G. VASSILOPOULOS
Please type or print

Assignor Spiro G. Vassilopoulos (Signature)
or
Attorney-in-fact Mary L. Vassilopoulos (Signature) Vassilopoulos, Spouse

909 RIO VISTA CIRCLE SOUTHWEST
(Assignor's Address)

ALBUQUERQUE, NEW MEXICO 87105
(City) (State) (Zip Code)

Executed this 2nd day of June, 19 89

JRO, Inc., dba Outerbridge & Associates, Inc

Assignee BY: (Signature)
or
Attorney-in-fact ATTEST (Signature)

U.S.C. Sec. 1001 makes it a crime for any ... on knowingly and willfully to make to any Department ... ency of the United States any false, fictitious or fraudu ... or representations as to any matter wit... its jurisdiction.

REASSIGNMENT PROVISIONS ATTACHED TO ASSIGNMENTS OF RECORD TITLE FOR WYOMING FEDERAL OIL & GAS LEASE W-85931 DATED MAY 22ND, 1989

In the event Assignee shall at any time desire to surrender said lease, as to all or any part of the attached/described lands, Assignee shall so notify Assignor in writing (by U.S. Registered or Certified Mail) thereof at least sixty (60) days in advance of the next anniversary date of the lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof in writing within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course reassign to Assignor all of such interest. Such reassignment shall be tendered, as described above, by the Assignee, but shall not be required that the Assignee shall tender such reassignment on the anniversary/expiration date of the primary term of said lease. In the event Assignor does not so elect to reaquire saidlease as to the lands to be surrendered, as aforesaid, the Assignee may surrender such lease to the Lessor, or parties then entitled thereto, in accordance with the terms of such lease, and Assignor agrees to join in the execution and delivery of such instrument of surrender as may then be reasonably necessary. Failure to tender the reassignment shall render Assignee liable only in the event Assignor has reserved herein an interest in production. Such liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due but shall not, under any circumstances, exceed the cash consideration paid for this assignment.

Spiro G. Vassilopoulos, Assignor
SSN/85-0296490

Mary L. Vassilopoulos, his wife

J R O , Inc, dba Outerbridge & Associates, Inc.

By _____
President Title

ATTEST:

By _____
Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this 22nd day of May 1989, before me personally appeared **Spiro G. Vassilopoulos, Assignor, and Mary L. Vassilopoulos, his wife,** to me known to be the persons described in and who executed the foregoing and attached intruments, 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: May 28, 1989

NOTARY PUBLIC

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-85932

Lease Effective Date
(Anniversary Date)
03-01-84

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* JRO, Inc., dba Outerbridge & Associates, Inc.
   Street 621 17th Street, Suite 2210
   City, State, ZIP Code Denver, Colorado 80293-2201

*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 35 North, Range 115 West 6th P.M. Section 22: W½, SE¼ Containing 480.00 acres Sublette County, Wyoming	100%	100%	None	5%	-0-

226365

RECORDED Oct. 6 1989 3:00 P M
IN BOOK 84 O&G PAGE 137
FEES $ 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

RECEIVED
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 JUN 21 AM 9:30
DRILLING
OPERATIONS

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.

By /s/ DAVID A. POMERINKE
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 7 1989
(Date)

FOR ASSIGNEE

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.

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 30th day of May, 19 89

Name of Assignor as shown on current lease Rumar Corporation

RUMAR CORPORATION Please type or print

Assignor By: [signature] President

(Signature)

or Attest: [signature] Secretary

Attorney in fact (Signature)

1407 Mogford

(Assignor's Address)

Midland, Texas 79701

(City) (State) (Zip Code)

Executed this 9th day of June, 19 89

JRO, INC., DBA OUTERBRIDGE & ASSOCIATES, INC.

Assignee By: [signature]

(Signature) President

or

Attorney in fact [signature]

(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.

Assignee may surrender said lease to the United States as to all or any part of the land offered thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall at least sixty (60) days prior to any anniversary of said lease deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

RUMAR CORPORATION

Attest:

By: Maribelle Ward President

Ruby Moore, Secretary

Tax ID No. 75-1583754

JRO, INC., DBA OUTERBRIDGE & ASSOCIATES, INC. Attest:

By: J. Robert Outerbridge

J. Robert Outerbridge, President

Craig D Clark

Secretary

STATE OF TEXAS)
)
COUNTY OF Midland) SS.

The foregoing Assignment of Record Title Interest of Federal Lease WYW-85932 was acknowledged before me this 30th day of May, 1989, by Maribelle Ward, as President of RUMAR CORPORATION.

WITNES my hand and official seal.

My Commission Expires:

3-23-93

Notary Public

Address: Midland TX

140

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-85933

Lease Effective Date
(Anniversary Date)
MARCH 1, 1984

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* J R O , Inc., dba Outerbridge & Associates, Inc.
Street 621 - 17th Street, Suite 2210
City, State, ZIP Code Denver, Colorado 80293

*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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* XXX 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
STATE: WYOMING COUNTY: SUBLETTE TOWNSHIP 35 NORTH, RANGE 115 WEST, 6th PM SECTION 23: W/2; CONTAINING 320 ACRES MORE OR LESS	100.00%	100.00%	NONE	4.5% of 8/8ths	0.5% of 8/8ths

226366

RECORDED OCT. 6 1989 3:15 P M
IN BOOK 84 OF G PAGE 140
FEES $ 8.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

09 JUN 12 PM 9:30
RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

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 JUL 1 1989

By /s/ DAVID A. POMERINKE
(Authorized Officer)

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER JUL 7 1989
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

urt 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.

***** SEE ATTACHED REASSIGNMENT PROVISIONS *****

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 24th day of MAY, 19 89

Name of Assignor as shown on current lease ROSEMARY BURROWS HAAS
Please type or print

Assignor ROSEMARY BURROWS (Signature) HAAS

or

Attorney-in-fact WARREN ROBERT (Signature) HAAS, SPOUSE

38 POCONO ROAD
(Assignor's Address)

DENVILLE, NEW JERSEY 07834
(City) (State) (Zip Code)

Executed this 2nd day of June, 19 89

JRO, Inc., dba Outerbridge & Associates, Inc.

Assignee BY: (Signature) President

~~or~~ ATTEST

~~Attorney in fact~~ (Signature) Secretary

Sec. 1001 makes it a crime for any per nowingly and willfully to make to any Department or cy of the United States any false, fictitious or fraudulent entations as to any matter within its jurisdiction.

REASSIGNMENT PROVISIONS ATTACHED TO ASSIGNMENTS OF RECORD TITLE FOR WYOMING FEDERAL OIL & GAS LEASE W-85933 DATED 29 MAY, 1989

In the event Assignee shall at any time desire to surrender said lease (W-85933), as to all or any part of the attached-described lands, Assignee shall so notify Assignor in writing (by U.S. Certified Mail) thereof at least sixty (60) days in advance of the next anniversary date of said lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignee thereof in writing within thirty (30) days after receipt by Assignor of such notice, whereupon Assignee shall, in due course, reassign to Assignor all of such interest. It shall be the Assignor's sole responsibility to provide his current mailing address to the Assignee for the purpose of reassignment. Such reassignment shall be tendered, as described above, by the Assignee, but it shall not be required that the Assignee tender such reassignment on the anniversary/expiration date of the primary term of said lease. In the event Assignor does not so elect to reacquire said lease as to the lands to be surrendered, as aforesaid, the Assignee may surrender such lease to the Lessor. Failure to tender the reassignment shall render Assignor liable only if Assignee has retained herein an interest in production. Such liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not, under any circumstances exceed the cash consideration paid for this assignment.

By: Rosemary Burrows Haas
Rosemary Burrows Haas, Assignor
Social Security #156-22-9633

Warren Robert Haas
Warren Robert Haas, Spouse

J R O Inc., dba Outerbridge & Associates, Inc.

ATTEST:

By: J. Roberts Outerbridge
Title

By: Craig D. Clark
Secretary

State of New York)
County of New York) ss.

On this 30th day of May 1989, before me personally appeared Rosemary Burrows Haas, Assignor and Warren Robert Haas, Spouse, to me known to be the persons described in and who executed the attached and foregoing instruments, 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

BELLA CHIUSANO
NOTARY PUBLIC, State of New York
No. 01CH4708540
Qualified in Nassau County
Commission Expires July 31, 1990

Bella Chiusano
Notary Public

My Commission Expires: _____

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

88 SEP -6 AM 9:30

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-85934

Lease Effective Date
(Anniversary Date)
3-1-84

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

JRO, Inc. dba
Outerbridge & Assoc., Inc.
621 17th Street, Suite 2210
Denver, Colorado 80293

226367

*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 35 North, Range 115 West, 6th P.M. Section 27: E½, NW¼, E½SW¼, NW¼SW¼ Containing 600.00 acres, more or less Sublette County, Wyoming	100%	100%	0%	4%	0%

RECORDED Oct. 6 1988 at 3:45 PM
IN BOOK 84 of G PAGE 143
FEES 6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for the Assignment.

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;

OCT 1 1988

Assignment approved effective

☐ Assignment approved for attached land description

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

/s/ F. R. SPEITH ACTING

By

SEP 14 1988
(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

State of Louisiana

Parish of Orleans

The foregoing instrument was acknowledged before me by Bryan Bell, General Partner for the Palmetto Partnership, a limited partnership this 21 day of June, 1989.

Witness my hand and official seal.

My Commission Expires:

John H Wells
Notary Public

****

By accepting that certain Assignment of Record Title Interest in Lease No. W-85934 from Amoco Production Company, dated March 23, 1989, Palmetto Partnership, the assignor herein, thereby relinquished, and hereby acknowledges that it relinquished the previously reserved overriding royalty/production payment of 5% conveyed to it by assignment dated January 3, 1986, and agrees that, upon approval by the Bureau of Land Management on April _, 1989 of the said assignment from Amoco Production Company, Lease No. W-85934 was no longer burdened by any production payment or overriding royalty interest.

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 a 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 21st day of June, 19 89

Name of Assignor as shown on current lease Palmetto Partnership
(Please type or print)

Assignor Bryan Bell
(Signature)
or Attorney-in-fact Bryan Bell, General Partner Palmetto Partnership, a Limited Partnership
(Signature)

1331 Third Street
(Assignor's Address)

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

Executed this 6th day of July, 19 89

Assignee JRO, Inc., dba Outerbridge & Associates, Inc.

By: J. Robert Outerbridge
(Signature) President

or ATTEST: Craig D. Hebert
Attorney-in-fact
(Signature) 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.

[redacted] [redacted] Sublette County, Wyo [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AND OTHER INTERESTS

THIS ASSIGNMENT OF OVERRIDING ROYALTY AND OTHER INTERESTS, by **CONTINENTAL ILLINOIS ENERGY DEVELOPMENT CORPORATION**, a Delaware corporation (herein called "Seller") to **THE TERMO COMPANY**, a California corporation whose address is P.O. Box 2767, Long Beach, California 90801 (herein called "Buyer"),

WITNESSETH: That,

Seller, for and in consideration of the sum of Ten and other cash dollars to it paid in hand by Buyer, the receipt and sufficiency of which are hereby confessed and acknowledged, does, as of 7:00 A.M. local time on June 1, 1989 (herein referred to as the "Effective Time"), quitclaim, grant, bargain, sell, convey, assign, and transfer unto Buyer all of Seller's Interest (defined below) in the following described rights, titles and interests (hereinafter referred to as the "Interests"), to-wit:

1. The overriding royalty interests burdening the leases described in Exhibit "A" hereto, which is a part hereof and incorporated herein by reference, or the description of which is incorporated in Exhibit "A" by reference to another instrument or document, insofar as such leases affect the lands described in Exhibit "A", including any lands the description of which is incorporated in Exhibit "A" by reference to another instrument or document, and all other overriding royalty interests under oil and gas leases affecting lands located in the counties and states listed in Exhibit A hereto in each case subject to any operating agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sales contracts, gas processing contracts and other instruments and agreements described or referred to in Exhibit "A" or which relate exclusively to the interests described in Exhibit "A";

2. All unitization and pooling agreements or orders pertaining to the properties covered and the units created thereby which accrue or are attributable to the interests described in Section 1 above;

3. All accounts receivable, production revenue held in suspense, settlements of "take-or-pay" claims, and other disputes or litigation and gas balancing settlements, in each case as attributable exclusively to the interests described in Exhibit "A" and only to the extent paid after the date of execution hereof;

4. All oil, gas and mineral interests and oil, gas and mineral leasehold working interests wherever located, including those affecting, underlying or comprising the Leases and the Lands or either of them, and whether or not such interests are described in Exhibit A hereto; and

5. All stipulations of interest and similar curative instruments or agreements, whereby Seller or its predecessors-in-interest have agreed with another party or parties that Seller's Interest in the Interests is of a certain quantity or character, or that it extends to or includes certain interests or tracts of land, whether or not such instruments or agreements are recorded in the county or parish records, and whether or not such instruments or agreements are described or referred to in Exhibit A hereto;

TO HAVE AND TO HOLD the Interests and the rights, titles and interests hereby granted, bargained, sold, conveyed, assigned and transferred as aforesaid unto Buyer, and Buyer's successors and assigns forever.

226382

RECORDED Oct. 10 19 89 10:50 A M
IN BOOK 84 O&G PAGE 145
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ley

"Seller's Interest" means all the right, title and interest of Seller, as of the Effective Time (i) in the lands, leases, personal property and equipment described in the preceding Sections 1, 2, 3, 4 and 5 insofar as Seller received such interests by, through or under those instruments which are described in and recorded as set forth in Exhibit "A" hereto, less, save and except any interests therein which have been heretofore assigned by Seller to others; and (ii) in any other overriding royalty interest in or under any oil and gas lease, wherever located, heretofore acquired and now held by Seller, even though not specifically described or referred to on Exhibit "A" hereto.

Seller hereby quitclaims, grants and transfers to Buyer, its successors and assigns, to the extent so transferable, the benefits of and the right to enforce the covenants and warranties, if any, which Seller is entitled to enforce with respect to the Seller's predecessors in title to the Interests.

The parties agree that to the extent required to be operative, the disclaimers of certain warranties contained in this section are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. The Interests are assigned to Buyer without recourse, representation, covenants or warranty of any kind and Seller hereby disclaims all representations and warranties, including, without limitation, all representations and warranties of title, express, implied and statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. Seller also expressly disclaims and negates any implied or express warranty as to the accuracy of any of the information furnished with respect to the existence of or the value of any part of the properties burdened by the Interests or the condition or state of repair of any part of the Interests (it being understood that all assumptions on which Buyer has relied or is relying have been derived by individual evaluation of Buyer) and as to the prices that Buyer is or will be entitled to receive from operation of the properties burdened by the Interests. BUYER EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED) VERNON'S TEXAS CODE ANNOTATED BUSINESS AND COMMERCE CODE.

It is understood and agreed that with respect to any oil, gas and mineral leases which, or interest in which, are included in the Interests, from the United States of America or from one or more states or agencies thereof, separate assignments on approved forms may be executed by Seller to Buyer in sufficient counterparts to fulfill applicable statutory and regulatory requirements. The interest conveyed by such separate assignments are the same as and not in addition to interests herein conveyed.

The recitations in Exhibit "A" that certain of the Interests are subject to specifically described agreements or other instruments shall not operate to subject any such Interest to any such agreement or other instrument except to the extent that such agreement or other instrument is valid and presently subsisting with respect to such Interest; nor shall the reference to any such agreement or other instrument be deemed to constitute a recognition by the parties that any such agreement or other instrument is valid except to the extent that such agreement or other instrument is presently in force and effect.

The Interests are conveyed subject to valid and presently subsisting encumbrances, burdens, easements and rights of way, either of record or on the ground and further subject to the terms and conditions of sale of the Interests as set forth in the

Purchase and Sale Agreement dated July 20, 1989, as amended by First Amendment to Purchase and Sale Agreement dated as of August 11, 1989, and by Second Amendment to Purchase and Sale Agreement dated as of August 28, 1989, governing same between Seller and Buyer including, without limitation, Section 12(g) thereof.

Executed this the 29th day of August, 1989, but effective as of the Effective Time.

SELLER:

CONTINENTAL ILLINOIS ENERGY DEVELOPMENT CORPORATION

By Steven E. Smith
Name: STEVEN E. SMITH
Title: President

ATTEST:

By: Paul Jelaco
Name: PAUL JELACO
Title: Assistant Secretary

[Seal]

BUYER:

THE TERMO COMPANY

By _____
Name: DAVID E. COMBS
Title: President

ATTEST:

Carolyn Foster
Name: CAROLYN FOSTER
Title: SECRETARY

[SEAL]

WITNESSES TO ALL SIGNATURES:

Terry A. Cavell

Aurora E. Roberts

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED that I, Beverly Board, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 29th day of August, 1989, there appeared before me severally each of the following persons, each being the designated officer of the corporation set opposite his name, and each such corporation being a party to the foregoing instrument:

STEVEN E. SMITH, as President, and PAUL JELACO as Assistant Secretary of Continental Illinois Energy Development Corporation, a Delaware corporation, whose address is 231 South LaSalle Street, 231-9Q, Chicago, Illinois 60697.

David E. Comba, the President, and Carolyn Foster, the Secretary of THE TERMO COMPANY, a California corporation, whose address is P.O. Box 2767, Long Beach, California 90801.

Alabama — Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers with full authority, executed the same voluntarily for and as the act of said corporation.

Arkansas — Before me on this day appeared in person the aforementioned persons, to me personally well known, who stated that they held the offices in the corporation set forth opposite their names above and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arizona — The foregoing instrument was acknowledged before me this day by each such person as the designated officer of the said corporation, a corporation, on the behalf of the corporation.

Colorado — The foregoing instrument was acknowledged before me this day by each such person on behalf of said Corporation.

Florida — The foregoing instrument was acknowledged before me this day by each such person as the designated officer of said corporation a corporation, on behalf of the corporation.

Idaho — On this day before me personally appeared the aforementioned persons known or identified to me to be the officers of the corporation that executed the above instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

Kansas — This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation set opposite his name on behalf of said corporation.

Kentucky and Michigan

The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.

Louisiana

Before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name and that as such designated officer being authorized so to do he executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.

Mississippi

Personally appeared before me, the undersigned authority in and for the said county and state on this day within my jurisdiction, the within named persons who acknowledged that they are officers of the corporation and that for and on behalf of the said corporation and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Missouri

On this day before me appeared the persons to me personally known, who being by me duly sworn, did say that they are the officers of the said corporation and that the seal affixed to said 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 persons acknowledged said instrument to be the free act and deed of said corporation.

Montana

Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Nebraska and New Mexico

The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation set opposite their names on behalf of said corporation.

Nevada

On August 29, 1989 personally appeared before me a notary public, such persons who acknowledged that they executed the above instrument.

North Dakota

Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

Oklahoma

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names

of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation set opposite his name for the uses and purposes therein set forth.

Oregon

This instrument was acknowledged before me on this day by such persons as the designated officers of said corporation.

South Dakota

Before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name and that as such designated officer being authorized so to do he executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.

Texas

This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation set opposite his name on behalf of said corporation.

Utah

On this day personally appeared before me such persons, who, being by me duly sworn, did say, that they are the designated officers of said corporation, and that said instrument was signed, in behalf of said corporation by resolution of its Board of Directors, and said persons acknowledged to me that said corporation executed the same.

The foregoing instrument was acknowledged before me this day by each such person as the designated officer of the corporation set opposite his name.

Wyoming

The foregoing instrument was acknowledged before me by the above individuals on this day.

Witness my hand and official seal.

Beverly Brand
Notary Public
Residing at Houston

My commission expires:

[illegible] 90

H9480/MLF

[redacted] [redacted] EXH[redacted]A

Sublette County, Wyoming

ITEM NO.: Energetics #23-A (Amends Item Energetics #23-A-1)
TITLE OF INSTRUMENT: Correction Assignment of Overriding Royalty Interest
EXECUTION DATE: September 16, 1982 (effective January 4, 1982)
GRANTOR: Energetics, Inc.
GRANTEE: Continental Illinois Energy Development Corporation
PROSPECT: Sugar Loaf #1
VOLUME/BOOK: 66 PAGE: 444
FILE NO./FILM CODE NO.: 193409
RECORDS: Oil and Gas
PARISH/COUNTY: Sublette
STATE: Wyoming
LAND DESCRIPTION: See Attached Schedule I

ITEM NO.: Energetics #23-A-1 (Rerecording of Item No. Energetics #23-A-2)
ITLE OF INSTRUMENT: Correction Assignment of Overriding Royalty Interest
EXECUTION DATE: April 27, 1982
GRANTOR: Energetics, Inc.
GRANTEE: Continental Illinois Energy Development Corporation
PROSPECT: Sugar Loaf #1
VOLUME/BOOK: 65 PAGE: 603
FILE NO./FILM CODE NO.: 192311
RECORDS: Oil and Gas
PARISH/COUNTY: Sublette
STATE: Wyoming
LAND DESCRIPTION: See Attached Schedule I

ITEM NO.: Energetics #23-A-2
TITLE OF INSTRUMENT: Correction Assignment of Overriding Royalty Interest
EXECUTION DATE: September 16, 1982 (effective January 4, 1982)
GRANTOR: Energetics, Inc.
GRANTEE: Continental Illinois Energy Development Corporation
PROSPECT: Sugar Loaf #1
VOLUME/BOOK: 65 PAGE: 288
FILE NO./FILM CODE NO.: 191547
RECORDS: Oil and Gas
PARISH/COUNTY: Sublette
STATE: Wyoming
LAND DESCRIPTION: See Attached Schedule I

Sublette County, Wyoming

ITEM NO.: E. G. Jackson #12-AQ
TITLE OF INSTRUMENT: Reassignment of Overriding Royalty Interest
EXECUTION DATE: August 31, 1988 (effective July 3, 1984)
GRANTOR: Edwin G. Jackson, Jr.
GRANTEE: Continental Illinois Energy Development Corporation
PROSPECT: Sugar Loaf
VOLUME/BOOK: 81 PAGE: 659
FILE NO./FILM CODE NO.: 221872
RECORDS: Oil and Gas
PARISH/COUNTY: Sublette
STATE: Wyoming

WY-567 SUGARLOAF

Prospect Name	County or Parish	Lease Number	Lessor	Description	Recorded Book / Page
Sugar Loaf	Sublette	13021	USA W-72837	T28N-R110W, 6th P.M. Sec. 5: Lots 1, 2, 3, 4, S/2 Sec. 6: Lot 4, S/2 SE/4 Sec. 7: E/2 Sec. 8: All	65 / 16

SCHEDULE I
attached to and made
a part of Exhibit A

Energetics #23-A

153

SCHEDULE I
attached to and made
a part of Exhibit A

Energetics #23-A-1

Prospect Name	County or Parish	Lease Number	Lessor	Description	Recorded Book / Page
Sugar Loaf	Sublette	13021	USA W-72837	T28N-R110W, 6th P.M. Sec. 5: Lots 1, 2, 3, 4, S/2 Sec. 6: Lot 4, S/2 SE/4 Sec. 7: E/2 Sec. 8: All	65 / 16

154

SCHEDULE I
attached to and made
a part of Exhibit A

Energetics #23-A-2

Prospect Name	County or Parish	Lease Number	Lessor	Description	Recorded Book / Page
Sugar Loaf	Sublette	13021	USA W-72837	T28N-R110W, 6th P.M. Sec. 5: Lots 1, 2, 3, 4, S/2 Sec. 6: Lot 4, S/2 SE/4 Sec. 7: E/2 Sec. 8: All	65 / 16

154-A

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **APEX ENERGY COMPANY**, Suite 810, 410 17th Street, 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 **BEARD OIL COMPANY**, 5600 North May Avenue, Suite 200, Oklahoma City, Oklahoma 73112, hereinafter called Assignee, 1/2 (One-Half) 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 Assignor's rights, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This assignment is made subject to all of the terms and provisions of the oil and gas leases, assignments to or by Assignor, whether or not recorded on the date hereof, and all agreements pertaining to said leaseholds, whether recorded or not, including but not limited to those agreements listed on Exhibit "B" attached hereto and made a part hereof, and subject to that certain Blanket Assignment Of Oil and Gas Leases from Apex Energy Company to Plains Petroleum Operating Company, dated September 11, 1989, whereby Apex assigned 1/3rd of it's right, title and interest to Plains in the herein referenced Exhibit "A".

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 12th day of September, 1989.

ATTEST:

APEX ENERGY COMPANY

By: _____
William E. Tanis, Asst. Secretary

By: _____
Brent J. Morse, Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of September, 1989, by **Brent J. Morse, Vice-President of Apex Energy Company.**

WITNESS my hand and notarial seal.

My Commission Expires 6/4/93

_____
Notary Public

226405

RECORDED Oct. 11 1989 10:30 A.M.
IN BOOK 84 O&G PAGE 155
FEES $ 32.25 Mary Jo Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

EXHIBIT "A"

Rider to that certain Blanket Assignment of Oil and Gas Leases dated September 12, 1989, by and between Apex Energy Company, as Assignor, and Beard Oil Company, as Assignee.

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
1.	State of Wyoming 87-00241	R.K. O'Connell	6-2-87	Township 30 North, Range 114 West, 6th P.M. Section 36: W2 Containing 320.00 acres, more or less	Lease not recorded in County Records
2.	State of Wyoming 87-00351	R.K. O'Connell	8-2-87	Township 30 North, Range 114 West, 6th P.M. Section 16: SW4NE4, NW4NW4, S2NW4 Containing 160.00 acres, more or less	Lease not recorded in County Records
3.	Federal Lease No. W-113662	Hawthorn Oil Co.	12-1-88	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 113 West, 6th P.M. Section 11: W2 Section 30: NE4NE4 Section 31: Lots 2, 3, 4, E2SW4, SW4SE4 Containing 612.31 acres, more or less	Lease not recorded in County Records
4.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 114 West, 6th P.M. Section 11: SE4NE4 Section 12: NE4, N2SE4, NE4SW4, S2NW4 Containing 400.00 acres, more or less	Book 76, Page 8
5.	Robert V. Thompson, et ux	R.K. O'Connell	5-22-86	Township 29 North, Range 113 West, 6th P.M. Section 6: Lots 5, 6, 7, W2SE4, E2SW4, SE4NW4 Section 7: Lots 1, 2, W2NE4, E2NW4 Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 5, 6, 7, SW4NE4, W2SE4 Containing 806.61 acres, more or less	Book 77, Page 137

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
6.	Clifford R. Daniels, et ux	R.K. O'Connell	12-30-85	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, more or less	Book 76, Page 415
7.	Inez P. Finnegan	R.K. O'Connell	12-8-85	Same as Lease No. 6 above	Book 76, Page 417
8.	Kenneth M. Gloster, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 647
9.	Kessler Gossage, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 649
10.	Dru Van Riper, et vir	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 651
11.	Charles R. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 653
12.	Frank J. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 655
13.	Shannon M. Trivelpiece,	R.K. O'Connell	2-3-86	Same as Lease No. 6 above	Book 76, Page 657

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
14.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 113 West, 6th P.M. Section 5: Lots 2, 3, S2NW4, SW4NE4, SW4, W2SE4 Section 6: S2NE4, E2SE4 Section 8: NE4NW4 Containing 632.10 acres, more or less	Book 76, Page 5
15.	Robert A. Springman, et ux	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 25: NE4, NE4NW4, E2SE4 Containing 280.00 acres, more or less	Book 83, Page 216
16.	Robert A. Springman, et ux	High Plains Energy Company	4-19-90	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, more or less	Book 55, Page 547
17.	Federal Lease No. W-80105	Wanda C. Orchard	8-1-82	Township 30 North, Range 114 West, 6th P.M. Section 15: NW4NE4, N2NW4 Containing 120.00 acres, more or less	Lease not recorded in county records
18.	Dan H. Budd and Budd and Sons Land Company	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 23: NE4NE4 Section 24: W2NW4, SE4NW4, S2 Containing 480.00 acres, more or less	Book 83, Page 254
19.	Jennie B. Jordan	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 260

Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
20. Dorothea B. Newcomb	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 264
21. Federal Lease No. W-113136	Celsius Energy Company	10-1-88	Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 1, 2, 3, 4, S2NW4, N2SW4 Section 2: Lot 1, SE4NE4, NE4SE4, Lot 4, SW4NW4 Section 11: W2, SW4NE4, SE4 Section 12: NW4SW4, S2S2 Section 13: All Section 14: All Containing 2,458.69 acres, more or less	Lease not recorded in county records
22. Robert V. Thompson, et ux	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 221
23. Francis M. Johnson	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 217

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
25.	Karen Davis, individually, as Executrix for the Estate of Shirley B. Luce and as Natural Guardian for Benny James and Bradley Reece Davis	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 34: N2NE4, SE4NE4 Section 35: SW4NW4, NW4SW4 Containing 200.00 acres, more or less	Book 83, Page 222
26.	Frank Schneider	High Plains Energy Company	5-2-89	Township 29 North, Range 114 West, 6th P.M. Section 3: W2SE4 Containing 80.00 acres, more or less	Book 83, Page 214
27.	Ruth F. Budd, Trustee	High Plains Energy Company	6-15-89	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	Book 83, Page 307
28.	Penny Chrisman	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 34: E2SE4 Section 35: S2SW4	Book 83, Page 271

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
29.	Pamela Johnson	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 196
30.	Harriet E. Chrisman, et al	Dolar Oil Properties	4-29-89	Same as Lease No. 28 above	Book 83, Page 324
31.	Stella C. Shaver, et vir	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 326
32.	Frank E. Sears, et al	Dolar Oil Properties	6-27-89	Same as Lease No. 28 above	Book 83, Page 328
33.	Federal Lease No. W-83306	David Walter Updike	4-1-83	Township 30 North, Range 114 West, 6th P.M. Section 21: W2NE4, W2, SE4 Containing 560.00 acres, more or less	Book 78, Page 635

END OF EXHIBIT "A"

191

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Oil and Gas Leases between Apex Energy Company, Assignor, and Beard Oil Company, Assignee, dated 9/12/89.

1) A letter agreement dated February 23, 1989 between Morenergy Exploration Company, Bush Energy Company and Prima Oil and Gas Company.

2) A Joint Operating Agreement dated June 1, 1989 between Prima Oil and Gas Company (as Operator) and Apex Energy Company (as Non-Operator).

3) A Unit Agreement and Unit Operating Agreement dated August 10, 1989 for the development and operation of the Springman Creek Unit Area.

4) A letter agreement dated September 12, 1989 between Apex Energy Company and Beard Oil Company.

5) An Amendment to Operating Agreement dated June 1, 1989 between Prima Oil and Gas Company, Apex Energy Company and Beard Oil Company.

6) A letter agreement between R. K. O'Connell, R. K. O'Connell Pension Plan, Hawthorne Oil Company and High Plains Energy Company dated April 3, 1989, and an amendment letter agreement thereto dated April 25, 1989 pertaining to Lease Nos. 1-14 as tabulated on Exhibit "A".

7) A letter agreement dated April 10, 1989 between Robert A. Springman and Wilda Springman and High Plains Energy Company pertaining to Lease Nos. 15-16 as tabulated on Exhibit "A".

8) A letter agreement dated May 2, 1989 between Wanda R. Orchard and High Plains Energy Company pertaining the Lease No. 17. as tabulated on Exhibit "A".

9) A Surface Damage and Right-of-Way Agreement dated May 19, 1989 between Dan H. Budd, Budd and Sons Land Company and High Plains Energy Company pertaining to Lease Nos. 18-20 as tabulated on Exhibit "A".

10) A letter agreement dated June 12, 1989 between Celsius Energy Company and Morenergy Exploration Company pertaining to Lease No. 21 as tabulated on Exhibit "A".

11) A letter agreement dated June 21, 1989 between Amoco Production Company and Morenergy Exploration Company pertaining to Lease Nos. 22-23 as tabulated on Exhibit "A".

12) A letter agreement dated July 10, 1989 between General Atlantic Resources, Inc. and Morenergy Exploration Company pertaining to Lease No. 24 as tabulated on Exhibit "A".

13) A letter agreement dated July 17, 1989 between Presidio Exploration, Inc. and Morenergy Exploration Company and an amendment letter agreement thereto dated July 20, 1989 pertaining to Lease No. 24 as tabulated on Exhibit "A".

14) A Surface Damage Agreement dated April 10, 1989 on Karen Davis Lease No. 25.

15) A Surface Damage Agreement dated July 21, 1989 on Ruth F. Budd Lease No. 27.

16) A letter agreement dated August 17, 1989 between Dolar Oil Properties, et al and High Plains Energy Company pertaining to Lease Nos. 28-32 as tabulated on Exhibit "A".

17) A letter agreement dated August 17, 1989 between G. G. Farnsworth, James E. Zerbst and Apex Energy Company pertaining to Lease No. 33 as tabulated on Exhibit "A".

Jam[redacted]reenwood Jr et al
990[redacted]

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 A. Greenwood Jr. and Tharon Lee Mickelson Greenwood, husband and wife, and Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, and James Avery Greenwood by James A. Greenwood Jr., their Attorney-in-Fact	10/18/84	73 O&G 815		T33N, R113W, 6th P.M. Sec 28: W½ Sec 29: NE¼, S½ Sec 30: Lots 3 (38.59 acs), 4 (38.65 acs), E½SW¼, N½SE¼ Sec 32: N½N½ Sec 33: N½NW¼

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.

226408 DATED the 3rd day of May, 1989.

RECORDED Oct. 11 1989 10:45 A.M.
IN BOOK 84 O&G PAGE 164
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ley

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 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

164

165

Gordon Mickelson Ls.
990375

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
Gordon Mickelson & Margaret Mickelson	10-18-84	73	502	T34N, R114W, 6th P.M. Sec. 26: W/2SW/4 T33N, R114W, 6th P.M. Sec. 1: SW/4NW/4, E/2SE/4, SW/4SE/4, SE/4SW/4 Sec. 12: E/2NE/4, SW/4NE/4, N/2NW/4, SW/4NW/4 T33N, R113W, 6th P.M. Sec. 5: W/2SE/4, SW/4 Sec. 6: SE/4, E/2SW/4 Lots 6(37.43), 7(38.05)

226409

RECORDED Oct. 11 1989 10:45A M
IN BOOK 84 O&G PAGE 165
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean 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 4th day of May, 1989.

CHEVRON U.S.A. INC.

By _____
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 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 4th day of May, 1989.

My commission expires:
September 29, 1989

Notary Public

[redacted] ORIGINAL [redacted]

Gorc [redacted] Ison Ls.
9903[redacted]

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

[redacted]

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
Gordon Mickelson & Margaret Mickelson	10-18-84	73	505	T33N, R113W, 6th P.M. Sec. 8: NW/4, N/2SW/4, W/2NE/4, SE/4NE/4, N/2SE/4, SE/4SE/4 Sec. 9: N/2SW/4, SW/4NW/4 Sec. 15: W/2W/2 Sec. 17: E/2NE/4 Sec. 7: Lot 1(38.39), E/2NW/4, NE/4, N/2SE/4, NE/4SW/4

226410

RECORDED Oct. 11 1989 11:01 A M
IN BOOK 84 O & G PAGE 166
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 4th day of May, 1989.

CHEVRON U.S.A. INC.

By _____
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 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 4th day of May, 1989.

My commission expires:
September 29, 1989

Marcia D. Highfill
Notary Public

ORIGINAL

166

167

James A. Greenwood et al. Lease
990185

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 A. Greenwood Jr. & Tharon Lee Mickelson Greenwood, Jill Greenwood Palm, Celeste Greenwood Mori, Elizabeth Greenwood, James Avery Greenwood	10-18-84	73	378	T33N, R113W, 6th P.M. Sec. 20: S/2SE/4 Sec. 21: S/2S/2, N/2SE/4, NE/4SW/4 Sec. 22: W/2SW/4 Sec. 27: SW/4, W/2SE/4, SE/4SE/4, W/2NW/4 Sec. 28: E/2 Sec. 33: N/2NE/4 Sec. 34: NW/4NE/4

226411

RECORDED Oct. 11 1989 11:00 A M
IN BOOK 84 O&G PAGE 167
FEES $4.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean 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 2nd day of May, 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 2nd day of May, 1989.

My commission expires:

Jan 19, 1992

Gloria E. Hernandez
Notary Public

OFFICIAL SEAL
GLORIA E. HERNANDEZ
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Jan 19, 1992

[redacted]

Jan [redacted] Mickelson
99C [redacted] [redacted] [redacted]

ECORD AND RETU
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN REGION
P O. BOX 5050
AN 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 F. Mickelson and Mae E. Mickelson, husband and wife	10/18/84	73 O&G	514	T33N, R113W, 6th P.M. Sec 32: S½, S½N½ Sec 33: S½, S½N½ Sec 34: W½

226412

RECORDED Oct. 11 1989 11:00 A M
IN BOOK 84 O & G PAGE 168
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae 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 3rd day of May, 1989.

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 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 168

James F. Mickelson
990415

169

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 F. Mickelson and Mae E. Mickelson, husband and wife	10/18/84	73 O&G	511	T33N, R113W, 6th P.M. Sec 31: SE¼, S½NE¼ T32N, R114W, 6th P.M. Sec 11: Lot 1, (16.10 acs), S½NE¼, N½SW¼, SE¼SW¼, SE¼ Sec 14: NE¼NE¼ T33N, R114W, 6th P.M. Sec 34: SE¼NW¼, S½NE¼, E½SW¼, SE¼ Sec 35: S½

226413

RECORDED Oct. 11 19 89 11:00 A.M.
IN BOOK 84 O&G PAGE 169
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari 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 3rd day of May, 1989.

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 3 day of May, 1989.

My commission expires:

3/5/1993

Arta Pilcher Blake
Notary Public

OFFICIAL SEAL
ARTA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Mar. 5, 1993

9904 [redacted] [redacted] [redacted]

RECORD AND RETU
CHEVRON U.S.A
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 F. Mickelson and Mae E. Mickelson, husband and wife	10/18/84	73 O&G	508	T32N, R114W, 6th P.M. Sec 12: Lot 4 (16.50 acs), S½SW¼, SW¼SE¼ Sec 13: N½N½, SE¼NE¼, SW¼NW¼ T32N, R113W, 6th P.M. Sec 7: Lots 1 (15.15 acs), 2 (15.85 acs), 3 (16.65 acs), 7 (40.55 acs), S½NE¼, SE¼NW¼, N½SE¼ Sec 8: Lots 3 (12.13 acs), 4 (12.57 acs), SW¼NW¼, W½SE¼, S½SW¼ Sec 17: NW¼ Sec 18: Lots 1 (40.76 acs), 2 (40.72 acs)

226414

RECORDED Oct. 11 19 89 11:00 A M
IN BOOK 84 O&G PAGE 170
FEES $4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean 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 3rd day of May, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington

ASSISTANT SECRETARY

OFFICIAL SEAL
ARTA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Mar. 5, 1993

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

ORIGINAL 170

Gordon Mickelson Lease
Chevron Lease #990395

171

RECORD AND RETURN TO
CHEVRON U.S.A. INC.
LAND DEPARTMENT
WESTERN DIVISION
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
Gordon Mickelson Margaret Mickelson husband & wife	10/18/84	73 O&G	736	T31N, R113W, 6th PM Sec. 15: S/2N/2, N/2SW/4, NW/4SE/4 Sec. 21: E/2SE/4 Sec. 22: S/2 Sec. 23: N/2SW/4 Sec. 27: N/2NW/4, NW/4NE/4, SE/4NW/4, SW/4NE/4, NW/4SE/4 Sec. 28: N/2NE/4

226415

RECORDED Oct. 11 1989 11:00 A M
IN BOOK 84 O&G PAGE 171
FEES $4.25 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 14th day of July, 1989.

CHEVRON U.S.A. INC.

By _____
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 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 July, 1989.

My commission expires:
September 29, 1989

Notary Public

[redacted] ORIGINAL [redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOWN ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated May 1st, 1981, from Dan H. Budd, a married man dealing in his sole and separate property and Budd and Sons Land Company, a Partnership, as Lessor, to Pantheresmith, as Lessee, recorded in Book 83 at Page 254 of the records of Sublette County, State of Wyoming, is owned by said Lessee, High Plains Energy Company, insofar as it covers the following described lands in Sublette County, State of Wyoming, to-wit:

Township 33 North, Range 114 West, 6th P.M.
Section 23: NE4NE4
Section 24: S2, W2NW4, SE4NW4
Containing 480.00 acres, more or less.

NOW, THEREFORE, in consideration of the sum of $1.00 and other good and valuable consideration, we, Dan H. Budd, a married man dealing in his sole and separate property and Budd and Sons Land Company, a Partnership, and each of us, do hereby ratify, approve, confirm and adopt the above described oil and gas lease insofar as it covers the above described land, and do hereby lease, demise and let said land unto High Plains Energy Company subject to and under all 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:

226438

Credit to	Amount
Dan H. Budd Key Bank of Wyoming 440 Budd Avenue P.O. Box 428 Big Piney, Wyoming 83113 Account No. _____	$53.33
Budd and Sons Land Company Key Bank of Wyoming 440 Budd Avenue P.O. Box 428 Big Piney, Wyoming 83113 Account No. _____	$80.00

RECORDED Oct. 12 1989 1:35PM
IN BOOK 84 O&G PAGE 172
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Nora Ely

and that payment or tender of the amount set forth opposite their names, directly or to the credit of the undersigned in the depository bank named above at the times and in the manner specified in said lease will, as to the interest of the undersigned in said land, extend said lease and continue the same in full force and effect according to its terms. 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 others or by any 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.

EXECUTED this 1st day of August, 1990, but effective as of the _____ day of _____, 1990.

Budd and Sons Land Company, a Partnership

By: Dan H Budd
Dan H. Budd
Tax I.D. NO. 83-6007742

By: Dan S Budd
Dan S. Budd

Dan H Budd
Dan H. Budd, Individually
S.S No. 520 42 2601

STATE OF Wyoming)
: ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 1st day of August, 1990, **Dan H. Budd, a married man dealing in his sole and separate property.**

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 26, 1991

Frances E. Friday
Notary Public

STATE OF Wyoming)
: ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 1st day of August, 1989, by Dan H. Budd, as partner of Budd and Sons Land Company, a partnership

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 26, 1991

Frances E. Lindsay
Notary Public

175

ASSN 11
(12a)

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

'84 FEB 27 AM 8 31

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

Lease Serial No.
W-60620

Lease effective date
4/1/76

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

FLAG-REDFERN OIL COMPANY

Address (include zip code)

P. O. Box 11050, Midland, TX 79702

Bond in sum of $ 25,000
with Nat'l Surety Co.
Bond filed

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" All leases cover lands located in Sublette County, Wyoming. 1,459.12 ac	SAME LAND DESCRIPTION AS ITEM 2

226447

RECORDED Oct. 13, 19 84 AT 2:45 PM
IN BOOK 84 OF G PAGE 175
FEES $ no chg
SUBLETTE COUNTY CLERK
By Mary Riley

5-28

SEP 25 1984

BUREAU OF LAND MANAGEMENT

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	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	SEE EXHIBIT "A"

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 17 day of February, 1984.

Verna T. Delgado
(Assignor's Signature)
VERNON T. DELGADO

P. O. Box 66
(Assignor's Address)

Pinedale, Wyoming 82941
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 01 1984

By Eileen Peterson
(Authorized Officer)

ACTING Chief, Oil & Gas Section
(Title)

JUN 22 1984
(Date)

ORIGINAL

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W 56800 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ 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 27th day of February, 19 84.

ATTEST:

Dale Stice
(Assignee's Signature)
Dale Stice, Assistant Secretary

FLAG-REDFERN OIL COMPANY

Glenn S. Brant
(Assignee's Address)
Glenn S. Brant, President
P. O. Box 11050
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.

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

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

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

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

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

NOTICE

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

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

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

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

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

SEP 25 1984

BUREAU OF LAND MANAGEMENT

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	Lease Description	Assignor's Record Title Assigned
W-60620 HZ43600	4/1/76	Estelle C. Haefele	5.00%	T29N, R114W Sec. 5: Lot 4 Sec. 6: Lots 1, 2, S/2 NE/4, SE/4 Sec. 7: E/2 Sec. 9: SE/4 SE/4 Sec. 17: All Sec. 18: SE/4 *to base of Dakota formation in SE/4 SE/4 of Sec. 9 and S/2 of Sec. 17. **below base of Dakota formation in all leased lands and above base of Dakota formation in all leased lands except SE/4 SE/4 of Sec. 9 and S/2 of Sec. 17	*1.95% **3.9%
W-62803 HZ40200	11/1/78	Gary L. Wise	8.00%	T29N, R114W Sec. 6: Lots 3-7, SE/4 NW/4, E/2 SW/4 Sec. 7: Lots 1-4, E/2 W/2 Sec. 18: Lots 1-4, E/2 W/2 Sec. 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4	12.00%
W-59398 HZ43700	8/1/77	Fred D. Volz	6.25%	T29N, R114W Sec. 20: All *to base of Dakota formation **below base of Dakota formation Sec. 18: NE/4 All depths	*1.95% **3.899997% 3.899997%
W-60621 HZ44000	4/1/76	Patricia R. Pfenning	5.00%	T29N, R114W Sec. 21: All Sec. 28: All *to base of Dakota formation **below base of Dakota formation	*1.95% **3.9%
W-54163 HZ40700	4/1/76	Bert L. Stovall	10.00%	T29N, R114W Sec. 23: E/2	12.00%
W-54161 HZ43800	4/1/76	Estelle C. Haefele	5.00%	T29N, R114W Sec. 19: E/2 *to base of Dakota formation **below base of Dakota formation	*1.95% **3.899997%
W-54162 HZ44100	4/4/76	Patricia R. Pfenning	5.00%	T29N, R114W Sec. 29: NE/4 *to base of Dakota formation **below base of Dakota formation	*1.95% **3.9%
W-72869 HZ42200	10/1/81	Eckerman-Watkins Partnership	5.00%	T30N, R114W Sec. 11: NW/4	15.00%

SLP 25 PM 1

BUREAU OF LAND MANAGEMENT

RECEIVED
DEPARTMENT OF THE INTERIOR
FEB 27 PM 3
WYOMING

177

Serial # FROC #	Date of Lease	Lessee	ORRI Previously Reserved	Lease Description	Assignor's Record Title Assigned
W-69874 HZ40900	1/1/80	J. T. Lykes, Jr.	1.66%	T30N, R114W Sec. 19: Lots 1-4, E/2 SW/4, NE/4 SE/4, S/2 SE/4 Sec. 20: NW/4, NW/4 SE/4 Sec. 28: N/2 Sec. 29: All Sec. 30: N/2 NE/4, SW/4 NE/4, SE/4 Sec. 31: E/2 E/2	10.00%
W-74330 HZ43000	3/1/82	Nancy S. Hannagan	6.25%	T30N, R115W Sec. 3: Lots 3, 4, S/2 NW/4, SW/4	10.00%
W-69890 HZ40800	1/1/80	Jim A. Wilkinson and Ted C. Reisig	1.56%	T30N, R115W Sec. 14: NW/4, N/2 SE/4 Sec. 22: W/2 Sec. 27: W/2 Sec. 34: All Sec. 36: Lots 1-4, W/2 E/2, W/2	9.375%
W-78476 HZ44200	4/1/75	Peter S. Kithaf	5.00%	T29N, R114W Sec. 9: N/2 *to base of Dakota formation **below base of Dakota formation	*1.95% **3.899997%

87/78

SEP 25 1989

BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

'89 FEB 27 AM 9 30

CHEYENNE, WYOMING

179

Assn 12(b)

Form 3106-14
(September 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
86 OCT 14 AM 9 30
CHEYENNE, WYOMING

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

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

Lease Serial No.
W-60620

Lease effective date
4-1-76

PART I

1. Assignee's Name

Flag-Redfern Oil Company

Address (include zip code)

P. O. Box 11050, Midland, Texas 79702

The undersigned, as owner of 3.9 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 114 West, 6th P.M.
Sublette County, Wyoming

Section 9: SE/4 SE/4
Section 17: S/2

covering rights below 9,340' subsurface

226448

RECORDED Oct. 13 19 89 2:45 P M
IN BOOK 84 O & G PAGE 179
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

SEP 25 1989

BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	3.9%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

Executed this 17 day of September, 19 86.

Vernon T. Delgado
(Assignor's Signature)

P. O. Box 66
(Assignor's Address)

Vernon T. Delgado

Pinedale, Wyoming 82941
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1986

By Patricia L Wantes
(Authorized Officer)

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

CHIEF, LEASING SECTION
(Title)

OCT 30 1986
(Date)

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

ORIGINAL

PART II

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

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

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

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

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

Executed this 29 day of September, 19 86.

Flag-Redfern Oil Company

Glenn S. Brant
(Assignee's Signature)

Glenn S. Brant, President

Attest:

Dale Stice
Dale Stice, Assistant Secretary

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

Midland, Texas 79702
(City) (State) (Zip Code)

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

SEP 25 1986

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 835 - 844

181

2316-36022-00

HOSS #6 (7)

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W 80620

Lease effective date
April 1, 1976

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

PART I

1. Assignee's Name

American Quasar Petroleum Co. of New Mexico

Address (Number and street)
707 United Bank Tower, 1700 Broadway
Denver, CO 80290

The undersigned, as owner of 75 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

TOWNSHIP 29 NORTH, RANGE 114 WEST
Section 17: All
Sublette Co., WY

Limited in depth from the base of the Dakota Formation being (9340) to the stratigrpahic equivalent of the total depth drilled in the Riley Ridge Federal 17-34 Well, being a total depth of 16,370 feet in the SW/4 SE/4 Section 17, Township 29 North, Range 114 West, Sublette County, Wyoming. This Assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 12, 1981, by and between Terra Resources, Inc. and American Quasar. At such time such earning well pays out, Terra shall have an option to convert its overriding royalty interest to a 50% working interest proportionately reduced.

3. Specify interest or percent of operating rights being conveyed to assignee	100% x 15% — 15%
4. Specify interest or percent of operating rights being retained by assignor	-0-
5. Specify overriding royalty interest being reserved by assignor	7.5 inclusive or 2.5%
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

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

Executed this 15th day of April, 1983.
TERRA RESOURCES, INC.

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

5416 South Yale
(Assignor's Address)

ATTEST:

William H. Everett III, Secretary

Tulsa OK 74135
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective May 1, 1983 By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 9 1983
(Date)

Agent for Terra Resources, Inc.

226449

RECORDED 84 T. 13 R. 114 W 6TH P.M.
IN BOOK 84 PAGE 181
FEES 5.00 May 7, 1984 O/G
SUBLETTE COUNTY CLERK
By: Mary Kelly

CERTIFIED
to be a true and correct copy of the official file
SEP 25 1989
BUREAU OF LAND MANAGEMENT

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-20899.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [ ] is [X] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 2nd day of May, 1983.

American Quasar Petroleum Co. of New Mexico

F. H. Merelli — 1700 Broadway, Suite 707

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

W-60620

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

On the 1st day of June, 1983, before me the undersigned, a Notary Public in and for said State, personally appeared F. H. Merelli, known to me to be the President and William H. Everett III, known to me to be the Secretary of Terra Resources, Inc., the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the smae pursuant to its by-laws or a resolution of its board of directors.

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

My commission expires:

3-1-84

Notary Public in and for said County and State

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) To 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 correct copy of the official file
SEP 25 1989
BUREAU OF LAND MANAGEMENT

GPO 831-059

183

ASGN #7
(8)

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-60620

Lease effective date
April 1, 1976

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

PART I

1. Assignee's Name

Williams Exploration Company

Address (Number and Street)

3925 S. Parker Road, Suite 601 Aurora, Colorado 80014

The undersigned, as owner of 46.67 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the land to affect by this transfer, assignment, and/or sublease (43 CFR 3106.2-3 or 3106.2-4)

Township 29 North, Range 114 West
Section 17: All

Containing 640.00 acres, more or less

Sublette County, Wyoming

Limited in depth from the base of the Dakota Formation (9,340') to the stratigraphic equivalent of the total depth (16,370') drilled in the Riley Ridge Federal 17-34 Well, located in SW¼SE¼ Section 17-29N-114W, Sublette County, Wyoming. This Assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 12, 1981, by and between Terra Resources, Inc. and American Quasar, in which Terra retained the option to convert its overriding royalty interest after payout to a 50% Working Interest proportionately reduced.

226450

CERTIFIED
to be a true ... of the offic... file
SEP 25 1989
BUREAU OF LAND MANAGEMENT

RECORDED Oct. 13 19 89 3:00 PM
IN BOOK 84 O&G PAGE 183
FEES 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

3. Specify interest or percent of operating rights being conveyed to assignee	.70459%
4. Specify interest or percent of operating rights being retained by assignor	45.96208%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	7.50%

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

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

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

Executed this 2nd day of May, 19 89

American Quasar Petroleum Co. of New Mexico

E. W. McWilliams, Attorney-in-Fact — (Assignor's Signature)

1700 Broadway, Suite 707 — (Assignor's Address)

Denver, Colorado 80290 — (City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 1 1989

By Chief, Oil & Gas Section — (Authorized Officer)

(Title) — AUG 2 1989 (Date)

PART II

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

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

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

2. Of lawful age if an individual in the State where the lands to be assigned are located.

3. In compliance 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.

Evidence of Power-of-Attorney is filed under W-56800 and such authority is still in force and effect

Executed this 23rd day of May, 1983.

WILLIAMS EXPLORATION COMPANY

(Assignee's Signature)

Joe Gill, Attorney-in-Fact

3925 South Parker Road, Suite 600
(Assignee's Address)

Aurora, CO 80014
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of 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.

CERTIFIED
to be a true and correct photocopy of the official case file
SEP 25 1989
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 3106–1.2).
The purpose of this request is to obtain approval of the assignment.
Response to this request is required to obtain the benefit.

185

HSSN 10
(11)

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-60620

Lease effective date
April 1, 1976

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

PART I

1. Assignee's Name

See Attached Rider

Address (include zip code)

The undersigned, as owner of 45.96208 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

CERTIFIED

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

Township 29 North, Range 114 West
Section 17: All

Containing 640.00 acres, more or less

Sublette County, Wyoming

SEP 25 1989

BUREAU OF LAND MANAGEMENT

Limited in depth from the base of the Dakota Formation (9,340') to the stratigraphic equivalent of the total depth (16,370') drilled in the Riley Ridge Federal 17-34 Well, located in SW¼SE¼ Section 17-29N-114W, Sublette County, Wyoming. This Assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated October 12, 1981, by and between Terra Resources, Inc. and American Quasar, in which Terra retained the option to convert its overriding royalty interest after payout to a 50% Working Interest proportionaately reduced.

226451

RECORDED Oct. 13 19 89 3:00 PM
IN BOOK 84 O&G PAGE 185
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Specify interest or percent of operating rights being conveyed to assignee	2.78706%
Specify interest or percent of operating rights being retained by assignor	43.17502%
Specify overriding royalty interest being reserved by assignor	None
Specify overriding royalty previously reserved or conveyed, if any	7.50%

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

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

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

Executed this 19th day of August 1983.
MERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

(Assignor's Signature)
F. W. McWilliams, Attorney in Fact

1700 Broadway, Suite 707
(Assignor's Address)

Denver, Colorado 80290
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective ____ By ____
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 2 1984
(Date)

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by F. W. McWilliams as Attorney-in-Fact of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO this 19th day of August, 1983.

WITNESS my hand and official seal.

PART II

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

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

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

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

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

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

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

Executed this 8th day of September, 19 83.

ATTEST:

Dale Stice, Asst. Secretary

FLAG-REDFERN OIL COMPANY

Glenn S. Brant, President

Sherman H. Norton, Jr.

...including working interests, in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, ... duly signed copies to the appropriate BLM office. A $25.00 nonrefundable filing fee *must* accompany this assignment. File assignment within ninety (90) days *after* date of final

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by GLENN S. BRANT as President of FLAG-REDFERN OIL COMPANY this 8th day of September, 1983.

WITNESS my hand and official seal.

My Commission Expires:

[illegible]
Notary Public

Notary Public in and for
the State of Texas

(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 correct copy
of the official file
SEP 25 1989
BUREAU OF LAND MANAGEMENT

...Act of 1936 (44 U.S.C. 3501 et seq.) requires us to inform you that:
...information is being collected pursuant to 43 CFR 3100–3[illegible].
...Right of way or permit for use of lands is required.
...authorized use of lands is required.

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PART II

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

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

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

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

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

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

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

Executed this 16th day of Sept., 1983

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

600 Republic National Bank Bldg
(Address)

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

STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me by Sherman H. Norton, Jr. this 16th day of September, 1983.

WITNESS my hand and official seal.

My Commission Expires: 3-19-84

Liz Farrell
Notary Public in and for
Lubbock County, Texas.

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 [illegible]
of the official [illegible]
SEP 25 1989
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 3106-1(c)).
The information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 936-844

RIDER

Assignee's Name and Address	Percentage Assigned
Flag-Redfern Oil Company P. O. Box 11050 Midland, Texas 79702	2.508356%
Sherman H. Norton, Jr. 606 Republic National Bank Building Lubbock, Texas 79101	.278710%
	2.787066%

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
88 SEP 20 PM 0 20

CERTIFIED
to be a true and correct copy
of the official record title

SEP 25 1989

BUREAU OF LAND MANAGEMENT

189

ASSN 13

( )4-WY-0213-0026-000-A,B (14)

Form 3106-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-60620

Lease effective date
April 1, 1976

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name
Mesa Operating Limited Partnership

Address (include zip code)
P. O. Box 2009
Amarillo, TX 79189

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

Describe the lands affected by this assignment	Assignment approved as to lands described below
Tract I - T29N R114W, 6th PM Sec. 5: Lot 4 Sec. 6: Lots 1, 2, S/2 NE, SE Sec. 7: E/2 Sec. 17: N/2 Sec. 18: SE Tract II - T29N R114W, 6th PM Sec. 9: SE SE Sec. 17: S/2 *25.3334% interest in Tract I 12.66667% interest in Tract II Containing 1459.12 acres, more or less Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

226452

RECORDED Oct. 13 19 89 3:00 PM
IN BOOK 84 O&G PAGE 189
FEES 6.25 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
Specify interest or percent of record title interest being retained by assignor, if any	NONE
Specify overriding royalty being reserved by assignor	NONE
Specify overriding royalty previously reserved or conveyed, if any	8%

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

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

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

Executed this 27 day of December, 1985, effective the 27th day of December, 1985.

MESA PETROLEUM CO.

By: Neil O. Bowman
Neil O. Bowman (Assignor's Signature)
Attorney-In-Fact

P. O. Box 2009
(Assignor's Address)

Amarillo TX 79189
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1986

By ANDREW L. [illegible]
(Authorized Officer)

CHIEF, LEASING SECTION

MAY 6 1986
(Title) (Date)

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

This form may be reproduced provided that copies are exact reproductions of the approved form and are in accordance with provisions of 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 27 day of December, 1985

MESA OPERATING LIMITED PARTNERSHIP

By: Neil O. Bowman
Neil O. Bowman (Assignee's Signature)
Attorney-In-Fact
Pickens Operating Co., General Partner

P. O. Box 2009
(Assignee's Address)

Amarillo TX 79189
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

3. EFFECTIVE DATE OF ASSIGNMENT – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

NOTICE

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

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

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

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

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

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

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

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

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

GPO 897 - 858

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T55N 12

04-WY-0213-0026-000-A,B (13)

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-60620

Lease effective date
April 1, 1976

PART I

1. Assignee's Name
Mesa Operating Limited Partnership

Address (include zip code)
P. O. Box 2009
Amarillo, TX 79189

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

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

Tract I - T29N R114W, 6th PM
Sec. 17: All, RIGHTS FROM 9,340 FEET DOWN TO 16,370 FEET
Sec. 9: SE SE, RIGHTS BELOW 9,340 FEET.
Sec. 17: S/2, RIGHTS BELOW 16,370 FEET.
Sec. 17: N/2, RIGHTS FROM SURFACE DOWN TO 9,340 FEET AND BELOW 16,370 FEET

Tract II - T29N R114W, 6th PM
Sec. 9: SE SE, RIGHTS FROM THE SURFACE DOWN TO 9,340 FEET.
Sec. 17: S/2, RIGHTS FROM THE SURFACE DOWN TO 9,340 FEET.

226453

*25.3334% interest in Tract I
12.66667% interest in Tract II

RECORDED Oct. 13 IS 89 3:00 PM
IN BOOK 84 of G PAGE 191
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

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

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

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

Executed this 27 day of December, 19 85, effective the 27th day of December, 1985.

MESA PETROLEUM CO.

By: Neil O. Bowman
Neil O. Bowman (Assignor's Signature)
Attorney-In-Fact

P. O. Box 2009
(Assignor's Address)

Amarillo TX 79189
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 1 1986

By: Andrew L. Tarshis
(Authorized Officer)

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

CHIEF, LEASING SECTION
(Title)

MAY 6 1986
(Date)

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

ORIGINAL

PART II

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

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

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

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

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

Executed this 27 day of December , 19 85 .

MESA OPERATING LIMITED PARTNERSHIP

By: Neil O. Bowman
Neil O. Bowman (Assignee's Signature)
Attorney-In-Fact
Pickens Operating Co., General Partner

P. O. Box 2009
(Assignee's Address)

Amarillo TX 79189
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

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

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

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

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

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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 · 844

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Form 3106–14
(September '58)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W–60620

Lease effective date
4–1–76

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

PART I

1. Assignee's Name

Flag–Redfern Oil Company

Address *(include zip code)*

P. O. Box 11050, Midland, Texas 79702

The undersigned, as owner of 3.9 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 29 North, Range 114 West, 6th P.M.
Sublette County, Wyoming

Section 9: SE/4 SE/4
Section 17: S/2

covering rights below 9,340' subsurface

226454

RECORDED Oct. 13 19 89 3:00 P M
IN BOOK 84 O&G PAGE 193
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

CERTIFIED
COPY
SEP 19 1989
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	3.9%
4. Specify interest or percent of operating rights being retained by assignor	None
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	5%

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

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

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

Executed this 17 day of September, 19 86.

Vernon T. Delgado
(Assignor's Signature)

P. O. Box 66
(Assignor's Address)

Vernon T. Delgado

Pinedale, Wyoming 82941
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1986

By Patricia L Wattles
(Authorized Officer)

[redacted] that either party to this agreement is legal or equitable [redacted]

LEASING SECTION
(Title)

NOV 26 1986

NOTE: This form may be reproduced provided that copies are exact [redacted] on one sheet of both sides of the paper in accord[redacted]

PART II

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

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

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

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

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

Executed this 29 day of September, 19 89.

Flag-Redfern Oil Company

Glenn S. Brant

(Assignee's Signature)

Glenn S. Brant, President

Attest:

Dale Stice, Assistant Secretary

P. O. Box 11050

(Assignee's Address)

Midland, Texas 79702

(City) (State) (Zip Code)

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

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.

CERTIFIED to be a true and correct copy of the record

SEP 19 1989

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

ASSIGNMENT OF OVERRIDING ROYALTY

For adequate and sufficient consideration, Dorothy J. Tucker, a/k/a Dorothy J. Scribner, of 200 Cascade Avenue, Cheyenne, WY 82009, does hereby assign, transfer and convey to Dorothy J. Tucker, Trustee and successors in Trust of the Dorothy J. Tucker Trust dated October 10, 1988, all her right, title and interest in and to the properties or interest in properties listed hereinafter, on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

DATED this 27th day of September, 1989.

Dorothy J. Tucker a/k/a
Dorothy J. Scribner

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Dorothy J. Tucker a/k/a Dorothy J. Scribner this 27 day of September, 1989.

Witness my hand and official seal.

Notary Public

S E A L

ESTELLE C. HAEFELE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires July 15, 1991

226460

RECORDED Oct. 16 1989 8:20 A M
IN BOOK 84 of G PAGE 195
FEES $ 8.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated September 27, 1989 between Dorothy J. Scribner a/k/a Dorothy J. Tucker and Dorothy J. Tucker, Trustee, and successors in Trust of the Dorothy J. Tucker Trust dated October 10, 1988.

W-78476
T 29 N, R 114 W
SEC 9 N/2
SUBLETTE CO., WY
ACRES 320 GROSS AND NET

W-78475
T 29 N, R 114 W
SEC 10 ALL
SEC 14 W/2
SEC 15 E/2
SUBLETTE CO., WY
ACRES 1280 GROSS AND NET

W-60620
T 29 N, R 114 W
SEC 5 LOT 4
SEC 6 LOTS 1, 2, S/2NE, SE
SEC 7 E/2
SEC 9 SESE
SEC 17 ALL
SEC 18 SE
SUBLETTE CO., WY
ACRES 1459.12 GROSS AND NET

W-60621
T 29 N, R 114 W
SEC 21 ALL
SEC 28 ALL
SUBLETTE CO., WY
ACRES 1280 GROSS AND NET

W-53107
T 29 N, R 114 W
SEC 30 E/2
SUBLETTE CO., WY
ACRES 320 GROSS AND NET

W-54161
T 29 N, R 114 W
SEC 19 E/2
SUBLETTE CO., WY
ACRES 320 GROSS AND NET

W-54162
T 29 N, R 114 W
SEC 29 ALL
SUBLETTE CO., WY
ACRES 640 GROSS AND NET

ASSIGNMENT OF OVERRIDING ROYALTY

For adequate and sufficient consideration, Dorothy J. Tucker, a/k/a Dorothy J. Scribner, of 200 Cascade Avenue, Cheyenne, WY 82009, does hereby assign, transfer and convey to Dorothy J. Tucker, Trustee and successors in Trust of the Dorothy J. Tucker Trust dated October 10, 1988, all her right, title and interest in and to the properties or interest in properties listed hereinafter, on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

DATED this 27th day of September, 1989.

Dorothy J. Tucker a/k/a
Dorothy J. Scribner

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed and sworn to before me by Dorothy J. Tucker a/k/a Dorothy J. Scribner this 27 day of September, 1989.

Witness my hand and official seal.

Notary Public

S E A L

ESTELLE C. HAEFELE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires July 15, 1991

226461

RECORDED OCT. 16 19 89 8:20 A M
IN BOOK 84 O&G PAGE 197
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated September 27, 1989 between Dorothy J. Scribner a/k/a Dorothy J. Tucker and Dorothy J. Tucker, Trustee, and successors in Trust of the Dorothy J. Tucker Trust dated October 10, 1988.

W-48192
T 27 N, R 110 W
SEC 23 N/2
SEC 24 SE
SEC 25 NE
SUBLETTE CO., WY
ACRES 640 GROSS AND NET

W-48191
T 27 N, R 110 W
SEC 12 W/2NE, NW, N/2SW, SESW, SE
SUBLETTE CO., WY
ACRES 520 GROSS AND NET

Form 3000-3
(June 1988)

199

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT
89 SEP -5 AM 9:
RECEIVED
CHEYENNE, WYOMING

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-77640

Lease Effective Date
(Anniversary Date)
06-01-82

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* NORTHSTAR ENERGY COMPANY, L.P.
Street P.O. Box 10350
City, State, ZIP Code Reno, Nevada 89510

*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 35 North, Range 115 West, 6th P.M. Section 10: N½, N½S½, SE¼SW¼, S½SE¼ Containing 600.00 acres Sublette County, Wyoming By accepting this assignment, Assignee hereby relinquishes the previously reserved production payment of 6.25% of 80% conveyed to it by assignment dated June 8, 1984, and agrees that, upon approval of this assignment by the Bureau of Land Management, Lease No. WYW-77640 shall no longer be burdened by any production payment or overriding royalty interest.	100%	100%	-0-	-0-	6.25% of 80% production payment

226469

RECORDED Oct. 16 19 89 9:30 A M
IN BOOK 84 O&G PAGE 199
FEES 6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mar 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 OCT 1 1989

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

By /s/ F. R. SPEER ACTING
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 14 1989
(Date)

FOR ASSIGNEE

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

The foregoing Assignment of Record Title Interest of Federal Lease WYW-77640 was acknowledged before me this 19th day of June, 1989, by Frank G. Wells and Luanne C. Wells, husband and wife.

WITNESS my hand and official seal.

My Commission Expores:

April 9, 1991

[redacted]

Teresa O. Lozano
Notary Public
Adress: 500 So. Bu[redacted]a St

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 Distr[illegible] 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) 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 ~~6th~~ 19th day of June, 19 89

Name of Assignor as shown on current lease Frank G. Wells
Please type or print

Assignor Frank G. Wells (Signature)
or
Attorney-in-fact Luanne C. Wells (Signature) Spouse

P.O. Box 7420
(Assignor's Address)

Reno Nevada 89510
(City) (State) (Zip Code)

Executed this 20th day of June, 19 89

NORTHSTAR ENERGY COMPANY, L.P.

Assignee By:
~~or~~ General Partner (Signature)
~~Attorney-in-fact~~
(Signature)

200

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned APEX ENERGY COMPANY, Suite 810, 410 17th Street, Denver, Colorado 80202 (hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the following parties, (hereinafter referred to as Assignees), an overriding royalty, free and clear of all cost and expense of development and operation, in the percentages specified below, of all oil, gas, casinghead gas, and other hydocarbon substances produced, saved, and marketed from that certain oil and gas lease described on Exhibit "A" attached hereto and made a part hereof as follows:

ASSIGNEES	PERCENTAGE OF OVERRIDING ROYALTY INTEREST
Prima Oil and Gas Company Suite 500, 1801 Broadway Denver, Colorado 80202	.3125% being 12.5% of Assignors's right, title and interest therein
Beard Oil Company Suite 200, 5600 N. May Avenue Oklahoma City, Oklahoma 73112	.625% being 25% of Assignor's right, title and interest therein
Plains Petroleum Operating Company Suite 400, 12596 West Bayaud Lakewood, Colorado 80228	.625% being 25% of Assignor's right, title and interest therein
Global Natural Resources Inc. Suite 800, 5300 Memorial Drive Houston, Texas 77210	.3125% being 12.5% of Assignor's right, title and interest therein

It is hereby understood that this assignment covers only those depths 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 Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, their heirs, devisees, personal representatives, successors and assigns.

This Assignment is made without warranty of title, either expressed or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest signed this 6th day of October, 1989.

ATTEST:

William E. Ennis
Assistant Secretary

APEX ENERGY COMPANY

By: _____
Brent J. Morse
Vice President

226470

RECORDED OCT. 16 AD 89 9:4 AM
IN BOOK 84 O&G PAGE 201
FEES $ 9.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary L.

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of June, 1989, by Brent J. Morse, Vice President of Apex Energy Company.

WITNESS my hand and notarial seal.

My commission expires: 6/4/93

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between Apex Energy Company, Assignor, and Prima Oil and Gas Company, Beard Oil and Gas Company, Plains Petroleum Operating Company, Global Oil and Gas Company, Assignees.

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

Lola [redacted] ie Lease
Chevron Lease #990345

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
Lola M. Guthrie	10/23/84	73 O&G 500		T34N, R114W, 6th PM Sec. 26: W/2SW/4

226472

RECORDED OCT. 16 1989 10:00 A M
IN BOOK 84 O&G PAGE 204
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae 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 8th day of May, 1989.

CHEVRON U.S.A. INC.

By O.F. Baldwin II

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

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

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 8th day of May, 1989.

My commission expires:
Feb 26, 1993

Barbara J. Perine
Notary Public

ORIGINAL
204

205

Ronald W. Ball et al. Lease
Chevron Lease #990525

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
Ronald W. Ball Delores Joan Ball, husband and wife Luella Ball Nordlie	10/22/84	73 78 O&G	376 48	See Attached Exhibit "A"

226473

RECORDED Oct. 16 IN 89 10:00 A M
IN BOOK 84 O&G PAGE 205
FEES $7.00 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 11th day of May, 1989.

CHEVRON U.S.A. INC.

By O.F. Baldwin II

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 11th day of May, 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]

EXHIBIT "A"

Township 32 North, Range 113 West, 6th PM
Section 11: N½S½

Section 12: N½S½, Lots 1 (43.36 acs),
2 (44.15 acs)

Township 33 North, Range 113 West, 6th PM
Section 25: S½NE¼, SE¼, E½SW¼

Township 32 North, Range 112 West, 6th PM
Section 7: W½SE¼, NE¼SW¼, SE¼SE¼,
Lot 4 (23.67 acs)
Lot 5 (21.75 acs)
Section 8: SW¼SW¼

Township 33 North, Range 112 West, 6th PM
Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼
Section 30: Lots 2 (39.89 acs), 3 (39.93 acs),
4 (39.98 acs), SE¼NW¼, E½SW¼, E½
Section 31: Lots 1 (40 acs), 2(40 acs), 3 (40 acs),
E½NW¼, NE¼SW¼, NE¼, N½SE¼
Section 32: N½NW¼, NW¼NE¼

Ronald Max Jones Ls.
990195

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
Ronald Max Jones JessLee Lewis as Attorneys-in-Fact for the Lewis Heirs (99019-5)	10-22-84	73	381	T31N, R113W, 6th P.M. Sec. 26: SW/4NW/4, W/2SW/4, SE/4SW/4, SW/4SE/4 Sec. 27: SE/4NE/4, NE/4SE/4 Sec. 35: S/2N/2, N/2NW/4, NW/4NE/4, NE/4SW/4 NW/4SE/4

226474

RECORDED Oct. 16 1989 10:00A M
IN BOOK 84 O&G PAGE 207
FEES $5.50 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 1st day of May, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington
Assistant Secretary

OFFICIAL SEAL
ARTA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Mar. 5, 1993

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 1 day of May, 1989.

My commission expires:

March 5, 1993

Arta Pilcher Blake
Notary Public

[redacted] ORIG[redacted] [redacted]

Patr[redacted]son Lease
121807

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

[redacted]

226484

[redacted]

RECORDED OCT. 16 19 89 2:30 P M
IN BOOK 84 O&G PAGE 208
FEES $5.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mar Roby

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
Patrick Johnson, aka David Patrick Johnson and Corinne Johnson (121807)	10/24/81	64	225	T33N, R112W, 6th P.M. Sec. 28: $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ Sec. 33: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$ Sec. 34: $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$

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 9th day of August, 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 10TH day of August, 1989.

My commission expires:
September 29, 1989

Marcia D. Highfill
Notary Public

ORIGINAL
208

209

Karl M. Johnson Inc.
Chevron Lease #990445

E. CODD 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
Karl M. Johnson Inc.	10/24/84	73 O&G	384	T36N, R114W, 6th PM Sec. 2: W/2SW/4, NE/4SW/4, NW/4SE/4 Sec. 3: S/2SE/4 Sec. 9: N/2SE/4, SE/4NE/4 Sec. 10: SW/4NW/4, NE/4NW/4, NW/4NE/4

226485

RECORDED Oct. 16 1989 2:35 P M
IN BOOK 84 O & G PAGE 209
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Ely

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 8th day of May, 1989.

CHEVRON U.S.A. INC.

By O.F. Baldwin II

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

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

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 8th day of May, 1989.

My commission expires:
Feb 26, 1993

Barbara J. Perine
Notary Public

Albe [redacted] z
Chevron Lease #990355

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
Albert E. Feuz	10/24/84	73 O&G 813		T36N, R114W, 6th PM Sec. 9: SW/4SE/4, E/2SE/4SW/4 Sec. 16: NE/4NE/4NW/4, E/2SE/4NE/4NW/4 E/2NE/4SE/4NW/4, NW/4NE/4NW/4NE/4, W/2NW/4NE/4, W/2SW/4NE/4, W/2E/2SW/4NE/4

226486

RECORDED Oct. 16 19 89 2:30 P M
IN BOOK 84 O&G PAGE 210
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane 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 8th day of May, 1989.

CHEVRON U.S.A. INC.

By _____

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

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

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 8th day of May, 1989.

My commission expires:
Feb 26, 1993

Barbara J. Perine
Notary Public

ORIGINAL
210

ASSIGNMENT AND BILL OF SALE

THE STATE OF WYOMING)
)ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned W. A. SEARS, JR., whose address is P.O. Box 1369, Casper, Wyoming 82602, R. J. ACKERMAN, whose address is P.O. Box 1250, Casper, Wyoming 82602, and J. J. SULLIVAN, whose address is P.O. Box 1398, Casper, Wyoming 82602 (collectively referred to as "Assignor"), does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto ENRON OIL & GAS COMPANY, a Delaware corporation, whose address is 1801 California Street, Suite 3400, Denver, Colorado 80202-2648 ("Assignee"), subject to the terms and provisions set forth herein, all of Assignor's right, title and interest in, to and under, or derived from (1) the oil and gas leases, oil, gas and mineral leases and other interests therein (the "Leases") specifically described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes, insofar and only insofar as said Leases apply to the lands, depths, formations, wellbore rights and/or other rights specified on said Exhibit "A"; together with identical interests in and to (2) the oil wells, gas wells, injection wells, and all other wells located on leases within the Ruben and Isenhour Units, said leases being described on Exhibit "A," and (3) all property and rights incident thereto and all production attributable thereto, including without limitation, all materials, equipment, personal property and fixtures located thereon or used in connection therewith and all of Assignor's rights in, to and under all agreements, leases, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto as of 7:00 a.m. local time, April 1, 1989, (the "Effective Time"); all of the foregoing properties, rights and interests being hereinafter sometimes called the Subject Interests.

1. THIS ASSIGNMENT AND BILL OF SALE IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED. FURTHERMORE, THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR

226516

RECORDED Oct. 19 1989 1:00 P M
IN BOOK 84 Oil & Gas PAGE 211
FEES $ 14.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS.

2. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

3. By its acceptance of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the interests assigned herein are subject to and shall bear their proportionate share of all existing burdens on the Leases.

4. All taxes which are imposed on or with respect to the production of oil, natural gas or other hydrocarbons or minerals or the receipt of proceeds therefrom (including but not limited to severance, production, excise and windfall profit taxes) shall be apportioned between the parties based upon the respective shares of production taken by the parties. Payment or withholding of all such taxes which have accrued prior to the Effective Time and filing of all statements, returns and documents pertinent thereto shall be the responsibility of Assignor. Payment or withholding of all such taxes which have accrued from and after the Effective Time and the filing of all statements, returns and documents incident thereto shall be the responsibility of Assignee.

5. Assignor does herewith indemnify and hold Assignee harmless from any and all claims, costs, expenses, and obligations relating to the Interests which accrue prior to the Effective Time, and Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, expenses, and obligations relating to the Interests which accrue after the Effective Time.

6. This Assignment and Bill of Sale is made in conjunction with that certain letter agreement dated June 7, 1989 pertaining to the sale of the Isenhour and Ruben Units and is subject to all the terms and conditions thereof.

7. This Assignment and Bill of Sale is made expressly subject to the terms and conditions of the Ruben and Isenhour Unit Agreements and Unit Operating Agreements.

8. The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this 21st day of September, 1989, but effective as of the 1st day of April, 1989, at 7:00 a.m. local time.

ASSIGNOR:

W. A. Sears, Jr. ATTORNEY-IN-FACT FOR ROBERT J. ACKERMAN

R. J. Ackerman

J. J. Sullivan

ASSIGNEE:

ENRON OIL & GAS COMPANY

BY: _____
D. Weaver
Agent and Attorney-in-Fact

6084P

STATE OF WYOMING)
)ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 21st day of September, 1989, by W. A. Sears, Jr.

Witness my hand and official seal.

My Commission Expires:

October 3, 1989

Billye Carlene Slocum
Notary Public

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 3, 1989

STATE OF WYOMING)
)ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 21st day of September, 1989, by R. J. Ackerman.

Witness my hand and official seal.

My Commission Expires:

October 3, 1989

Billye Carlene Slocum
Notary Public

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 3, 1989

STATE OF WYOMING)
)ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 31st day of September, 1989, by J. J. Sullivan.

Witness my hand and official seal.

My Commission Expires:

October 3, 1989

Billye Carlene Slocum
Notary Public

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 3, 1989

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of September, 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 STATE OF

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale effective April 1, 1989, by and between W.A. Sears, Jr., R.J. Ackerman, and J.J. Sullivan, as "Assignor" and Enron Oil & Gas Company, as "Assignee"

A. RUBEN UNIT AREA

I. OIL AND GAS LEASE DESCRIPTION AND DEPTH LIMITATIONS (IF ANY)

	LEASE NAME	DATE	LEASE DESCRIPTION (ALL IN) SUBLETTE COUNTY, WYOMING)
A.	W-02274	8-1-50	Township 30 North, Range 113 West Section 24: TRACT 1: E/2NE/4, NW/4NE/4, E/2NW/4, NE/4SW/4, SE/4 From the surface of the earth to 3,620' Township 30 North, Range 113 West Section 24: TRACT 2: SW/4NE/4 From the surface of the earth to 3,620'
B.	W-0127851	10-1-61	Township 30 North, Range 113 West Section 13: SE/4 From the surface of the earth to 3,620'
C.	EV-024538-A	12-1-48	Township 30 North, Range 113 West Section 13: SW/4 From the surface of the earth to 3,620'
D.	W-05504	4-1-51	Township 30 North, Range 113 West Section 14: NE/4SE/4 From the surface of the earth to 4,082'
E.	EV-024526-G	12-1-48	Township 30 North, Range 112 West Section 30: NE/4NW/4 From the surface of the earth to 3,893'
F.	EV-024526	12-1-48	Township 30 North, Range 112 West Section 30: NW/4NW/4NE/4, S/2NW/4NE/4 From the surface of the earth to 3,893'

ASSIGNOR'S INTEREST IN RUBEN UNIT: 2.5353% WI/2.06784% NRI

B. ISENHOUR UNIT AREA

I. OIL AND GAS LEASE DESCRIPTION AND DEPTH LIMITATIONS (IF ANY)

	LEASE NAME	DATE	LEASE DESCRIPTION (ALL IN) SUBLETTE COUNTY, WYOMING
A.	W-36567	11-1-55	Township 29 North, Range 112 West Section 17: TRACT 1: N/2NE/4, SW/4NE/4 From the surface of the earth to 4,335' Township 29 North, Range 112 West Section 17: TRACT 2: NW/4SE/4 From the surface of the earth to 4,062'

EXHIBIT "A"
(continued)

B. ISENHOUR UNIT AREA

I. OIL AND GAS LEASE DESCRIPTION AND DEPTH LIMITATIONS (IF ANY)

	LEASE NAME	DATE	LEASE DESCRIPTION (ALL IN SUBLETTE COUNTY, WYOMING
B.	W-036663	11-1-55	Township 29 North, Range 112 West Section 17: TRACT 1: SE/4NE/4 From the surface of the earth to 4,335' Township 29 North, Range 112 West Section 17: TRACT 2: NE/4SE/4 From the surface of the earth to 4,062'
C.	W-036663-A	11-1-55	Township 29 North, Range 112 West Section 17: SE/4SE/4 From the surface of the earth to 4,335'
D.	W-48517	1-1-75	Township 29 North, Range 112 West Section 17: E/2SW/4, SW/4SE/4, SE/4NW/4
E.	ST-WY-20914	8-16-56	Township 29 North, Range 112 West Section 16: S/2SW/4, NW/4SW/4, SW/4NW/4 From the surface of the earth to 4,600'

ASSIGNOR'S INTEREST IN ISENHOUR UNIT: 3.66307% WI/3.02937% NRI

6085P

ASSIGNMENT AND BILL OF SALE

THE STATE OF WYOMING)
)ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned JERRY CHAMBERS EXPLORATION CO., whose address is 7800 East Union Avenue, Suite 1100, Denver, Colorado 80237 ("Assignor"), does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto ENRON OIL & GAS COMPANY, whose address is 1801 California Street, Suite 3400, Denver, Colorado 80202 ("Assignee"), subject to the terms and provisions set forth herein, all of the Assignor's right, title and interest in, to, and under, or derived from, (1) the oil and gas leases, oil, gas, and mineral leases and other interests therein (the "Leases") specifically described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes, insofar and only insofar as said Leases apply to the lands, depths, and formations specified on said Exhibit "A", and (2) the Chambers #2-17 well located in the NW/4 of Section 19, Township 30 North, Range 113 West, Sublette County, Wyoming, and the Chambers #24-8 well located in the SW/4 of Section 8, Township 30 North, Range 113 West, Sublette County, Wyoming; together with identical interests in and to all property and rights incident thereto, including without limitation, all materials, equipment, personal property, and fixtures located thereon or used in connection therewith and all of Assignor's rights in, to, and under all agreements, leases, permits rights-of-way, easements, licenses, options, and orders in any way relating thereto; all of the foregoing properties, rights, and interests being hereinafter sometimes called the Subject Interests.

1. THIS ASSIGNMENT AND BILL OF SALE IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT REPRESENTATIONS, COVENANTS OR WARRANTIES AS TO TITLE OR QUANTUM OF INTEREST CONVEYED, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS.

226517

RECORDED Oct. 19 19 89 1:10 PM
IN BOOK 84 O&G PAGE 217
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE [redacted] MING

2. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances, and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

3. By its acceptance of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations, and reservations contained in the Leases, and the interests assigned herein are subject to and shall bear their proportionate share of all existing burdens on the Leases.

4. This Assignment and Bill of Sale is subject to the terms and provisions of that certain Property Exchange Agreement dated August 24, 1989, by and between Assignor and Assignee.

5. The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this 25th day of September, 1989, but effective as of the 1st day of July, 1989.

AXEM RESOURCES INCORPORATED CORPORATE SEAL 1979 DELAWARE

ATTEST:

By: Carol Lynn Worthen

Carol Lynn Worthen
Assistant Secretary

Title:

"ASSIGNOR"
JERRY CHAMBERS EXPLORATION CO.
a Colorado General Partnership
By: Axem Resources Incorporated
a Delaware Corporation
Attorney-in-Fact

By: _____
Christopher C. Blair

Title: Vice President - Land

"ASSIGNEE"

ENRON OIL & GAS COMPANY

By: _____
D. Weaver

Title: Agent and Attorney-in-Fact

3105H

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 26th day of September, 1989 by Christopher D. Blair as Vice President - Land of Axem Resources Incorporated, a Delaware Corporation, acting in its capacity of Attorney-in-Fact for Jerry Chambers Exploration Co., a Colorado General Partnership.

Witness my hand and official seal.

My Commission Expires:

March 9, 1992

Notary Public
Nancy A. Silvers
Address: 7800 East Union Avenue, Suite 1100

Denver, Colorado 80237

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of September, 1989 by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

My Commission Expires:

5-17-92

Notary Public
Cheryl A. Haugen
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

EXHIBIT "A"

Attached to and made a part of that certain
Assignment and Bill of Sale dated September 25, 1989,
by and between Jerry Chambers Exploration Co., as "Assignor", and
Enron Oil & Gas Company, as "Assignee"

I. LEASEHOLD ACREAGE DESCRIPTION

LEASE NAME	LEASE DATE	LAND DESCRIPTION
W-23002	March 1, 1970	Township 30 North, Range 113 West Section 8: E/2SW/4, SW/4SW/4 Section 17: NW/4 Sublette County, Wyoming

II. WELL DESCRIPTIONS

	WELL NAME	LOCATION
A.	Chambers #2-17	Township 30 North, Range 113 West Section 17: NW/4 Sublette County, Wyoming
B.	Chambers #24-8	Township 30 North, Range 113 West Section 8: SW/4 Sublette County, Wyoming

221

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.
USAW 21124

Lease Effective Date
(Anniversary Date)
06/01/51

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street 1400 Smith Street
   City, State, ZIP Code Houston, Texas 77001

*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 30 North - Range 113 West, 6th P.M. Sec. 5: SW/4 Sec. 6: NE/4SE/4 Containing 200 acres, more or less Sublette County, Wyoming 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.	100%	100%	None	None	2-1/2%

226518

RECORDED Oct. 19 '89 1:40 P M
IN BOOK 84 O&G PAGE 221
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

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 (Authorized Officer)
Coal Hill 0557236-000

SUPERVISORY LAND LAW EXAMINER (Title)

JUN 13 1989 (Date)

FOR ASSIGNEE

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 additional assignee(s) on reverse of this form or on a separate attached she[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]

APERWORK REDU[redacted]T 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.

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.

[redacted]

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

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared T. E. ALFORD, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Exxon Corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Exxon Corporation.

Given under my hand and seal of office this the 24th day of July, 1989.

NOTARY PUBLIC JACQUELINE L. DOZIER

Jacqueline L. Dozier

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of May, 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 STATE OF COLORADO

Notary Public

ADDRESS:

1801 California Street, Suite 3400
Denver, Colorado 80202-2648

Executed this 21ST day of April, 1989

Name of Assignor as shown on current lease EXXON CORPORATION
Please type or print

Assignor
or
Attorney-in-fact J.E. Alford (Signature)
T. E. ALFORD, ATTORNEY IN FACT

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

Houston, TX 77252-2305
(City) (State) (Zip Code)

Executed this 2nd day of May, 19 89

BLM NO. 066100

Assignee Enron Oil & Gas Company
or
Attorney-in-fact D. Weaver (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

223

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

USAW 21124

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 & Gas Company
   Street 1400 Smith Street
   City, State, ZIP Code Houston, Texas 77001

*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 conveyed
a	b	c	d	e	f
Township 30 North - Range 113 West, 6th P.M.					
Sec. 5: SW/4 Sec. 6: NE/4SE/4 Containing 200 acres, more or less Sublette County, Wyoming					
I. Surface to base of ALMY FORMATION	50%	100%	None	None	2-1/2%
II. From below the base of the ALMY FORMATION	100%	100%	None	None	2-1/2%

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.

226519

RECORDED Oct. 19 1989 1:40 P M
IN BOOK 84 oil & gas PAGE 223
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 JUN 1 1989

By /s/ DAVID A. POMERINKE (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 16 1989 (Date)

FOR ASSIGNEE

Grad Hill 20500300-000
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 5% in column b, 5% in column c, and 15% in column [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 [redacted] rred 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 [illegible] status records for the management, disposal, and use of public la[illegible]ources

(3) Transfer to appropriate Federal agencies when concurrence [illegible]d 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. [illegible] option in Item No. 2 if needed.

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared T. E. ALFORD, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Exxon Corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Exxon Corporation.

Given under my hand and seal of office this the 24th day of May, 1989.

JACQUELINE L. DOZIER
Notary Public, State of Texas
My Commission Expires August 31, 1992

Jacqueline L. Dozier
Notary Public in and for
Said County and State

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of May, 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 STATE OF COLORADO

Notary Public

ADDRESS:

1801 California Street, Suite 3400
Denver, Colorado 80202-2648

Executed this 21st day of April, 19 89

Executed this 2nd day of May, 19 89

Name of Transferor EXXON CORPORATION BLM NO. 066100
Please type or print

Transferor /
(Signature)
or
Attorney-in-fact T.E. Alford
(Signature)
P. O. Box 2305 - ALFORD, ATTORNEY IN FACT
(Transferor's Address)
Houston, TX 77252-2305
(City) (State) (Zip Code)

Transferee Enron Oil & Gas Company
(Signature)
or
Attorney-in-fact D. Weaver
(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.

225

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.

USAW 21124

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 & Gas Company
   Street 1400 Smith Street
   City, State, ZIP Code Houston, Texas 77001

*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 PM					
Sec. 5: Lots 2, 3, 4, SW/4NE/4, S/2NW/4 Sec. 6: SE/4NE/4	50%	100%	None	None	2-1/2%

Containing 280.27 acres, more or less
Sublette County, Wyoming

Limited as to depth from below the stratigraphic equivalent of the ALMY Formation.

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.

226520

RECORDED Oct. 19 1989 1:50 PM
IN BOOK 84 016 PAGE 225
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
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 JUN 1 1989

By **/s/ DAVID A. POMERINKE** (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 1 8 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 [redacted] equal to 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]ed to the sublessee.

T25N R30-000 Grant Hill

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 d status records for the management, disposal, and use of public la ources

(3) Transfer to appropriate Federal agencies when concurrence d 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

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared T. E. ALFORD, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Exxon Corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Exxon Corporation.

Given under my hand and seal of office this the 24th day of July, 1989.

Jacqueline L. Dozier
Notary Public in and for
Said County and State

JACQUELINE L. DOZIER
Notary Public, State of Texas
My Commission Expires August 31, 1992

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of May, 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 3400
Denver, Colorado 80202-2648

I certify that the ...

Executed this 21st day of April, 19 89

Name of Transferor EXXON CORPORATION BLM NO. 066100
Please type or print

Transferor _____ (Signature)
or
Attorney-in-fact T. E. Alford (Signature)
T. E. ALFORD, ATTORNEY IN FACT

P. O. Box 2305 (Transferor's Address)
Houston, TX 77252-2305
(City) (State) (Zip Code)

Executed this 2nd day of May, 19 89

Transferee Enron Oil & Gas Company
or
Attorney-in-fact D. Weaver (Signature)
Agent

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 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

227

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

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

Lease Serial No.
W-64986

Lease effective date
October 1, 1978

PART I

1. Assignee's Name

Rocky Mountain OilFinders, Inc.

Address *(include zip code)*

6060 South Willow Drive, Suite 3112
Englewood, CO 80112

The undersigned, as owner of 18.9 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M.
Section 11: S/2
Section 14: N/2

Sublette County, Wyoming

Containing 640 acres, more or less.
From surface of earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-14.

Subject to the terms, provisions, conditions, exceptions and reservations contained in that certain Agreement, dated June 13, 1983, as amended, by and between Belco Petroleum Corporation and Energetics Operating Company.

226542

RECORDED October 20 19 89 12:20 PM
IN BOOK 04-21 89 PAGE 227
FEES $ 8.00 Mary L. Landon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Hickox

3. Specify interest or percent of operating rights being conveyed to assignee	4.32%
4. Specify interest or percent of operating rights being retained by assignor	14.58%
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	12.689%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, 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 1st day of October, 1987.

ENERGETICS OPERATING COMPANY

Donald L. Peterson

(Assignor's Signature)

Donald L. Peterson, President

ATTEST: Suzanne R. Kalutkiewicz
Suzanne R. Kalutkiewicz, Secretary

SEAL

7951 East Maplewood Ave., Suite 133

(Assignor's Address)

Englewood, CO 80111

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

NOV 1 1987

Assignment approved effective

By Fred O'Farrell

(Authorized Officer)

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

SUPERVISORY LAND LAW EXAMINER NOV 25 1987

(Title) (Date)

[redacted] reproduced provided that copies are [redacted] ductions on one sheet of both sides of th[redacted] ASSIGNEE

[redacted] [redacted] [redacted]

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

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

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

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

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

Executed this 6th day of October, 19 87.

ROCKY MOUNTAIN OILFINDERS, INC.

(Assignee's Signature)

6060 South Willow Drive, #3114

(Assignee's Address)

Englewood, Colorado 80111-5112

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

3. EFFECTIVE DATE OF ASSIGNMENT – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

NOTICE

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

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

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

ROUTINE USES:

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

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

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

This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 - 844

RIDER

1. Any and all reservations of overriding royalty interest and/or net profits interest, be they recorded or unrecorded as of the date of execution of this Assignment, the proportionate burdens of which shall be assumed and borne by ASSIGNEE; an overriding royalty due Energetics employees under certain royalty participation plans, including Energetics Royalty Corporation, which overriding royalty may or may not be of record as of the date of execution of this Assignment; and any and all other agreements which would affect the title to the leases described on Exhibit "A".

2. This Assignment is subject to the Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case No. 84-B-5326 and 84-B-5325, entered and approved by the Court and creditors effective June 20, 1985.

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 1st day of October, 1987, by Donald L. Peterson, as President, for ENERGETICS OPERATING COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: June 29, 1989

Tom G. Griffith
678 East 4th Ave. #4
Denver, CO 80202

Notary Public

State of Colorado }
County of ARAPAHOE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6th day of October, A. D. 1987, before me personally appeared L Clark Kiser, to me personally known, who, being by me duly sworn, did say that he is the President of Rocky Mountain Oilfinders, 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of October, A. D. 1987

(SEAL) [redacted] [redacted] Marguerite E. Scott [redacted] Public.

My Commission Expires May 13.

[redacted] [redacted] SUBLETTE County, WY

ASSIGNMENT OF OIL AND GAS LEASES

The undersigned, **WOODS 1980-II DRILLING PROGRAM,** by WOODS PETROLEUM CORPORATION, General Partner, One Lakeview Energy Center, 3817 N.W. Expressway, Suite 700, Oklahoma City, Oklahoma 73112 as Assignor for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto WOODS PETROLEUM CORPORATION, as Assignee, ALL of its right, title and interest in and to Oil and Gas Lease(s) as herein described on the attached Exhibit "A" attached hereto and made a part hereof:

This Assignment is made by Assignor and accepted by Assignee subject to and in accordance with the terms and provisions of the Lease(s) herein assigned and subject to Assignee bearing its proportionate part of all obligations contained therein including all royalties, overriding royalties, production payments and other burdens affecting said leases as of the date of this Assignment.

This Assignment shall be subject to the terms and provisions of the letter agreements, farmout agreements, pooling agreements, operating agreements, unit agreements, unit operating agreements and any other pertinent agreements which affect the leases herein assigned and which agreements are located in the files of Woods Petroleum Corporation's corporate headquarters office in Oklahoma City.

This Assignment is made without warranty of title, either expressed or implied.

Executed this 15th day of October, 1989, Effective July 1, 1989.

WOODS 1980-II DRILLING PROGRAM
By: WOODS PETROLEUM CORPORATION,
General Partner

Michael W. Pruitt pb
Michael W. Pruitt, attorney-in-fact

ACKNOWLEDGEMENT

STATE OF OKLAHOMA
ss.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of October, 1989, personally appeared Michael W. Pruitt, to me known to be the identical person who subscribed the name of **WOODS PETROLEUM CORPORATION** to the foregoing instrument as its attorney-in-fact and acknowledged to me that he executed the same ~~as his~~ free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Teresa L. Voise
Teresa L. Voise, Notary Public

My Commission Expires: January 14, 1992

226550

RECORDED Oct. 23 1989 11:15AM
IN BOOK 84 O&G PAGE 230
FEES $6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

230

ASSIGNMENT OF OIL AND GAS LEASES
DATED October 15, 1989
FROM WOODS 1980-II DRILLING PROGRAM
TO WOODS PETROLEUM CORPORATION

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
WY-444-12390-01	W-73779 USA	ESTHER CHORNEY	05-01-67	LOTS 1, 2, 3, 4, E/2, E/2 W/2 SEC 7-27N-109W SUBLETTE COUNTY, WYOMING		
WY-426-10855-01	W-54466 USA	HARRY K VEAL	05-01-76	ALL SEC. 17 & W/2 SEC. 20-28N-111W FROM THE SURFACE DOWN TO THE S.E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17 1 WELL SUBLETTE COUNTY, WYOMING		
WY-426-11981-01	W 38071 USA	JOAN CHORNEY	02-01-73	S/2 SEC 21-28N-111W FROM SURFACE TO S.E OF 12,675 FT. SUBLETTE COUNTY, WYOMING		

[redacted] [redacted] [redacted]

Billings Blue Print
Billings, Montana

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 27th day of September, 1989 by and between Bonney Beecher Eken, a married woman dealing in her sole and separate property, of 3070 NE 41st Street, Portland, Or. 97212, bereinafter called lessor (whether one or more) and James C. Woods, 518 17th Street, Suite 913, Denver, Colorado 80202 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ -Ten 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 32 North, Range 114 West
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

226553

RECORDED Oct. 23 1989 12:00 P M
IN BOOK 84 Oil & Gas PAGE 232
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

of Section XXX, Township XXX, Range XXX, and containing 560.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~ten~~ Five (5) years from ~~date~~ XX November 26, 1989 XX 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 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, 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~~ XX November 26, 1989 XX 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 U.S. Bank at 311 Southwest 97204 Salmon, Portland, Oregon, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Five hundred sixty and 00/100 DOLLARS ($ 560.00) 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 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.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by 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.

Bonney Beecher Eken

Bonney Beecher Eken

S.S. #520-54-2454

ACKNOWLEDGMENTS

STATE OF .....
COUNTY OF ..... } ss.

HUSBAND AND WIFE, Wyoming, Montana, Colorado

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

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

Given under my hand and seal this ..... day of ....., 19 .....
My commission expires:

.....

Notary Public for the State of .....,
residing at .....

STATE OF Oregon
COUNTY OF Multnomah } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 2nd day of October, 19 89, before me personally appeared Bonney Beecher Eken, a married woman dealing in her sole and separate property
to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 2nd day of October, 19 89
My commission expires:
6-5-92

Marie Stites

Notary Public for the State of Oregon,
residing at 1991 NE 42nd Portland OR

NOTARY PUBLIC OF OREGON

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, Wyoming, Montana or Colorado

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

to me personally known, who, being by me duly sworn, did say that he is the ..... President (or Secretary) 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.

Given under my hand and seal this ..... day of ....., 19 .....
My commission expires:

Notary Public for the State of .....
residing at .....

[redacted] [redacted] [redacted] to Blue Print ... Wango, Montana

Producers 88-1959

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 4th day of October, 19 89 by and between Michael C. Warren and Joy A. Warren, husband and wife 40984 Grouse Drive, of Three Rivers, California 93271, hereinafter called lessor (whether one or more) and James C. Woods, 518 17th Street, Suite 913, Denver, Colorado 80202 hereinafter called lessee:

1. WITNESSETH: That the lessor, for and in consideration of $ -ten 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 32 North, Range 114 West
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

226554

RECORDED Oct. 23 1989 12:00 P.M
IN BOOK 84 Oil & gas PAGE 234
FEES $6.00 Mary L. Bankhead COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

of Section XXX, Township XXX, Range XXX, and containing 560.00 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ~~ten~~ five (5) years from ~~date~~ November 19, 1989 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 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, 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 ~~XXXXXXX~~ November 19, 1989 Government Employees Credit Union, Post XXXX Bank at Office Box 20998, El Paso, Texas 79998, or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Five hundred sixty and 00/100 DOLLARS ($ 560.00) 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 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.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by 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.

Michael C. Warren

Joy A. Warren

S.S. #524-54-8762

OFFICIAL SEAL
LORI ANDERSON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
TULARE COUNTY
My Commission Expires Oct. 4, 1991

ACKNOWLEDGMENTS

HUSBAND AND WIFE, Wyoming, Montana, Colorado

STATE OF California
COUNTY OF Tulare } ss.

On this 13th day of October, 19 89, before me personally appeared MICHAEL C. WARREN and JOY A. WARREN, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 13th day of October, 19 89.

My commission expires:
Oct. 4, 1991

Notary Public for the State of California,
residing at

INDIVIDUAL, Wyoming, Montana, Colorado

STATE OF
COUNTY OF } ss.

On this day of, 19, before me personally appeared

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this day of, 19.
My commission expires:

Notary Public for the State of,
residing at

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

CORPORATE, Wyoming, Montana or Colorado

STATE OF
COUNTY OF } ss.

On this day of, 19, before me appeared

to me personally known, who, being by me duly sworn, did say that he is the President (or Secretary) 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.

Given under my hand and seal this day of, 19.
My commission expires:

Notary Public for the State of
residing at

[redacted] [redacted] [redacted]

DISCLAIMER OF INTEREST IN STATE OF WYOMING OIL AND GAS LEASE

WHEREAS, by Assignment of Oil and Gas Lease dated January 15, 1984, approved on January 15, 1984, and effective January 1, 1984, the undersigned, Vernon T. Delgado, assigned his interest under the following described lands to Flag-Redfern Oil Company, P. O. Box 11050, Midland, Texas 79702, to wit:

STATE OF WYOMING LEASE #76-0342:

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6th P. M.
Section 16: ALL

containing 640.00 acres, more or less.

WHEREAS, said assignment contains a scrivener's error which can be interpreted to indicate that Vernon T. Delgado reserved an interest in said lease when the intent of Vernon T. Delgado was to assign all of his interest in said lease to Flag-Redfern Oil Company, and

WHEREAS, Vernon T. Delgado desires to correct such error by disclaiming any such rights he may have in State of Wyoming Lease #76-0342 described above.

NOW, THEREFORE Vernon T. Delgado hereby disclaims, renounces, relinquishes and quitclaims to Flag-Redfern Oil Company, its successors and assigns, any and all rights, claims, and interests, it may have in said State of Wyoming Lease #76-0342.

EXECUTED this 16th day of October, 1989.

226560

RECORDED Oct. 23 1989 2:40 PM
IN BOOK 84 O&G PAGE 236
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lankford

Vernon T. Delgado

SS# [redacted]

STATE OF ~~COLORADO~~ Wyoming)
) ss:
COUNTY OF ~~DENVER~~ Sublette)

On this 16 day of October, 1989, before me personally appeared Vernon T. Delgado to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal.

Notary Public

My Commission Expires:

October 6, 1992

This instrument was prepared by Mark L. Watson, 518 17th Street, Suite 700, Denver, CO 80202.

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WHEN RECORDED RETURN TO:
A.G. ANDRIKOPOULOS
P.O. BOX 788
CHEYENNE, WYOMING 82001

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS CONVEYANCE, ASSIGNMENT and BILL OF SALE (the "Conveyance") from Natural Gas Corporation of California and PG&E Resources Company (formerly named NGC Energy Company) whose address is 2001 Bryan Tower, Suite 953, Dallas, Texas 75201 (herein called "Grantor"), to A.G. Andrikopoulos whose address is P.O. Box 788, Cheyenne, Wyoming 82001 (herein called "Grantee"), is delivered and effective at 7:00 A.M. local time at the location of the Properties (as hereinafter defined) on March 1, 1989 (the "Effective Time").

WITNESSETH:

For the sum of Ten dollars ($10.00) cash and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN TRANSFER, SET OVER and DELIVER unto Grantee all of the following effective as of the Effective Time:

226578

RECORDED Oct. 25 1989 10:00 AM
IN BOOK 84 OF G PAGE 237
FEES $17.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Kelly

A. All of Grantor's right, title and interest and estate in and to the oil, gas and mineral properties, interests and estates described or referred to in Exhibit "A" attached hereto and made a part hereof for all purposes, together with each kind and character of right, title, interest or estate now vested in Grantor in and to any and all working interests, leasehold interests, overriding royalty interests, mineral interests, royalty interests, net profits interests, oil payments, production payments, carried interests and all other properties or interest of every kind or character which relate to any of the oil and gas properties listed on Exhibit "A" hereto, whether such right, title, interest or estate be under or by virtue of a lease, a unitization or pooling agreement, a unitization or pooling order, a mineral deed, a royalty deed, an operating agreement, a division order, a transfer order, a farmout agreement, a fee simple conveyance or any other type of contract, conveyance or instrument or under any other type of claim or title, legal or equitable, recorded or unrecorded, even though Grantor's interests may be incompletely or incorrectly described on Exhibit "A" hereto or a description of such interest may be omitted from Exhibit "A", all as same shall be enlarged by the passage of time or by the discharge of payments out of production or by the removal of any charges or encumbrances to which any of same are subject;

B. All of Grantor's right, title, interest and estate in, to, under or derived from all permits, licenses, rights-of-way, easements, leases, surface leases, gas sales agreements, processing agreements, transportation agreements, or division orders of Grantor directly relating to or affecting the properties and interests listed on Exhibit "A";

C. All of Grantor's right, title, interest and estate in all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products separated, settled and dehydrated therefrom and all products refined therefrom, including without limitation, kerosene, liquified petroleum gas, refined lubricating oil, diesel fuel, drip gasoline and natural gasoline and all other minerals ("Hydrocarbons") in, under, upon, produced or to be produced or which may be produced, saved or sold from and which may be attributable to, the oil and gas properties, interests and estates listed on Exhibit "A", including without limitation all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income arising after the Effective

Date from or attributable to the oil and gas properties, interests and estates listed on Exhibit "A" and Grantor's interest therein; and

D. All of Grantor's rights, title, interest and estate in all personal property, surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on or under any of the oil and gas properties, interests and estates listed on Exhibit "A" or on a unit including all or part of the oil and gas properties, interests and estates listed on Exhibit "A" or now or hereafter used, held for use or useful in connection with the exploration, development, operations, production, treatment, storage, processing or transportation of Hydrocarbons produced or to be produced from or attributable to the oil and gas properties, interests and estates listed on Exhibit "A", including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumps, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, tank batteries, gas systems (for gathering, treating, compression, disposal or injection), chemicals, solutions, water systems (for treating, disposal and injection), pipe, pipelines, meters, apparatus, boilers, compressors, liquid extractors, connectors, valves, fittings, power plants, poles, lines, cables, wires, transformers, starters and controllers, machine shops, tools, machinery and parts, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities, fixtures and other appurtenances, appliances and properties of every kind and character, movable or immovable together with all improvements, betterments and additions, accessions and attachments thereto and replacements thereof ("Operating Equipment").

All of the foregoing leases, interests, rights and properties described in paragraphs A through D above are collectively called the "Properties". The term "minerals" as used herein includes without limitation oil and gas, natural gas, sulphur, coal, lignite, carbon dioxide, helium, nitrogen and uranium regardless of the method utilized in mining or producing any such substances.

The parties hereto recognize that the interest of Pacific Transmission Supply Company was merged into NGC Energy Company (now known as PG&E Resources Company) and it is the intent that any of the Properties which appear of record to be owned by Pacific Transmission Supply Company be included and conveyed in this assignment.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights, privileges and appurtenances in anywise belonging thereto, unto Grantee, its successors and assigns, forever.

THE PROPERTIES ARE ASSIGNED WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND SUBJECT TO ALL EXISTING AND EFFECTIVE OPERATING AGREEMENTS, UNIT AGREEMENTS, PARTICIPATING AREA DESIGNATIONS, ROYALTY POOLING AGREEMENT, FARMOUT AGREEMENTS AND SUCH OTHER VALID AND SUBSISTING CONTRACTS PERTAINING TO THE OIL AND GAS PROPERTIES.

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

Executed on the date set forth below in the acknowledgement, but effective for all purposes as of the Effective Time.

WITNESSES:

Van D. Nichols

Michael L. McKay

NATURAL GAS CORPORATION OF CALIFORNIA

By _____
William M. Middleton
Attorney-in-Fact

WITNESSES:

Van D. Nichols

Michael L. McKay

PG&E RESOURCES COMPANY

By _____
Kent E. Johnson
Vice President

ATTEST

By _____
Keith H. Perkins
Assistant Secretary

WITNESSES:

_____

_____

A.G. ANDRIKOPOULOS

By _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 28th day of August, 1989, before me, a Notary Public, personally appeared WILLIAM M. MIDDLETON, Attorney-in-Fact for Natural Gas Corporation of California, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

HELENA JACKSON
Notary Public, State of Texas
My Commission Expires 10-10-1989

Helena Jackson
Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 28th day of August, 1989, before me, a Notary Public, personally appeared KENT E. JOHNSON, Vice President of PG&E Resources Company, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

HELENA JACKSON
Notary Public, State of Texas
My Commission Expires 10-10-1989

Helena Jackson
Notary Public in and for the
State of Texas

Individual Acknowledgement

STATE OF Wyoming

COUNTY OF Laramie

On this 29th day of August 1989, before me, a Notary Public, personally appeared A. G. Andrihopoulos, and acknowledged to me that he executed the foregoing document as his free act and deed and for the uses and purposes therein set forth.

W. R. SCRIBNER NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Sept. 16, 1989

W R Scribner
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale dated effective March 1, 1989 by and between Natural Gas Corporation of California et al, as Grantor, and A. G. Andrikopoulos, as Grantee, covering lands in the Castle Creek and Beamer's Bluff Areas, Sublette County, Wyoming.

447.002.0 : Oil, Gas and Mineral Lease dated May 1, 1971, between USA W-28379, as Lessor, and Bell Trossen, as Lessee, being recorded in Volume 61, Page 357, under Entry No. 184479 of the Records of Sublette County, Wyoming.
Township 32 North Range 114 West
Section 28: All
Section 33: N/2
Section 34: All
Section 35: All
containing 2240 acres, m/l

447.011.0 : Oil, Gas and Mineral Lease dated October 1, 1972, between U.S.A. W-36439, as Lessor, and Ruther E. Pennington, as Lessee, being recorded in Volume 67, Page 338 of the Records of Sublette County, Wyoming.
Township 32 North Range 114 West
Sec 9: Lots 1-2-3-4, S/2 N/2, S/2
Sec 21: E/2
Sec 22: All
Sec 23: W/2
Sec 26: NW/4
containing 1973.64 acres, m/l

447.012.0 : Oil, Gas and Mineral Lease dated October 1, 1972, between U.S.A. W-36440, as Lessor, and Robert B. Mee, as Lessee, being recorded of the Records of Sublette County, Wyoming.
Township 32 North Range 114 West
Section 26: S/2
Section 27: W/2, SE/4
containing 800 acres, m/l

447.009.0 : Oil, Gas and Mineral Lease dated November 1, 1973, between U.S.A. W-33563, as Lessor, and Charles E. Strange, Jr., as Lessee, being recorded of the Records of Sublette County, Wyoming.
Township 32 North Range 114 West
Sec. 27: NE/4
containing 160 acres, m/l
insofar and only insofar as it covers from the surface of the earth to the stratigraphic equivalent of the total depth of 12,856' drilled in the Federal 13-4 Well.

447.024.0 : Oil, Gas and Mineral lease dated October 7, 1971, between State of Wyoming (S.L. 71-15759), as Lessor, and William C. Kirkwood, as Lessee, being recorded of the Records of Sublette County, Wyoming.
Township 32 North Range 114 West
Sec. 16: All
containing 640 acres, m/l

452.021.0 : Oil, Gas and Mineral Lease dated January 1, 1969, between USA #W-60641, as Lessor, and Carl W. Klaenhammer, as Lessee, being recorded of the Records of Sublette County, Wyoming.
Township 33 North, Range 114 West
Section 19: Lots 1,2, E/2 NW/4, W/2 NE/4
containing 239.18 acres, more or less
Sublette County, Wyoming

452.033.0 : Oil, Gas and Mineral Lease dated January 1, 1969,

between USA #W60642, as Lessor and George P. Walter and Carl W. Klaenhammer, as Lessee, being recorded of the Records of Sublette County, Wyoming.
Township 33 North, Range 114 West
Section 19: Lots 3,4, E/2 SW/4, SE/4
containing 319.46 acres, more or less
Sublette County, Wyoming
Insofar and only insofar as said rights pertain from the surface of the earth to the stratigraphic equivalent of 11,464 feet, the total depth drilled in the 24-19 Federal Well.

452.035.0 : Oil, Gas and Mineral Lease dated May 1, 1969, between USA #W18099, as Lessor, and Pruda M. Krause, as Lessee, being recorded of the records of Sublette County, Wyoming.
Township 33 North, Range 114 West
Section 30: Lots 1,2,3 NW/4 NE/4, E/2 NW/4
Section 31: Lots 1,2, NE/4, E/2 NW/4
containing 561.20 acres, more or less

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS
(Sec 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat 437), as amended (30 U S C 181–263)

RECEIVED
JUL 13 1977
GEOLOGICAL SURVEY
CASPER, WYOMING

W 59398
(Serial Number)

Name Fred D, Volz
Street 129 West Jefferson Rd.
City, State, Zip Code Cheyenne, WY 82001

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

Lands included in the lease State: Wyoming County: Sublette

T 29 N, R 114 W, 6th Prin Mer
Sec. 18: NE¼
20: All

CERTIFIED to be a true and comparative of the official record

OCT 11

BUREAU OF

LANDS IN OFFER WERE NOT WITHIN A KNOWN GEOLOGIC STRUCTURE OF

JUL 14 1977

Area Geologist
For the Director
U.S. Geological Survey

Containing a total of	800.00 acres	Annual Rental	$800.00

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

Effective date of lease: AUG 1 1977

THE UNITED STATES OF AMERICA

226580

By E. Lee Gould
(Signature of Signing Officer)

Acting Chief, Branch of Oil & Gas Section
(Title)

JUL 20 1977
(Date)

RECORDED OCT. 25 1989 10:15 A.M.
IN BOOK 84 O & G PAGE 243
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations or other structures necessary to the full enjoyment thereof for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto when inconsistent with the terms of this lease.

Sec. 2. The lessee agrees

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as solely therefor, conditioned upon compliance with the terms of this lease, unless a bond in this amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, or to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

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

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

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

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

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

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Retained or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.*—The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity, (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils or historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(s) *Deliver premises on date of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves

(a) *Easements and rights of way.*—The right to permit for joint or several use easements or rights of way, including easements in tunnels upon, through, or in the lands leased, occupied or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

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

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

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

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

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C. relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

43 CFR 3:03.50

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NONCOMPETITIVE OFFER TO LEASE FOR OIL & GAS

Undersigned offers to lease for oil and gas all or any portion of the identified parcel of land which may be available for noncompetitive leasing, and certifies: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation, or a municipality organized under the laws of the United States or any State thereof; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by 43 CFR 3101.1–5; (3) applicant has not filed any other entry card for the parcel involved; and (4) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth below. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Forms 3110–2 or 3110–3, and the appropriate stipulations as provided in 43 CFR 3109.4–2 and the posted notice.

INSTRUCTIONS

This card must be fully completed, signed, and sent to the appropriate Office of the Bureau of Land Management. It *must* be accompanied by a $10 filing fee. Compliance *must* also be made with the provisions of 43 CFR 3102. If qualifications of association or corporation have been filed previously, identify serial record involved _____.

If you are successful in the drawing, you will be required to pay the first year's rental of 50¢ per acre or fraction thereof prior to issuance of lease. No copies or facsimiles of this form will be accepted.

Other parties in interest – All interested parties named below must furnish evidence of their qualifications to hold such lease interest. See 43 CFR 3102.7.

Signature of Applicant	Date	Other parties in interest
	APR 20 1977	
Signature of Applicant	Date	

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

IF YOU FILE MORE THAN ONE CARD FOR THE SAME PARCEL, YOU ARE AUTOMATICALLY DISQUALIFIED

☆USGPO: 1976 – 678-526

RECEIVED
OCT 1 1976
BUREAU OF LAND MANAGEMENT

Form 3112–1
(February 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

BLM CHEYENNE, WYOMING

APR 25 '77

POSTAGE AND FEES PAID
U.S. DEPARTMENT OF THE INTERIOR
INT 415

U.S.MAIL

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

59398

Print or type

V O L Z	F R E D	D	5 2 0 - 5 0 - 7 6 5
Last name	First name	Middle initial	Social Security or Taxpayer Number
Last name	First name	Middle initial	

1 2 9 W J E F F E R S O N R D
Street Address

C H E Y E N N E — W Y O M I N G — 8 2 0 0 1
City — State — Zip code

Parcel number applied for: W Y 2 1 (

The return of this card indicates that you were *not* successful in the drawing and your offer is rejected.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY. 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY. 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

OCT 1

Form 3109–5 (August 1973)

No occupancy or other surface disturbance will be allowed within 500 feet of Spring Creek . This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

of the
OCT 1
BUREAU OF LAND MANAGEMENT

59398

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Assn #1

Form 3160-5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-59398

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1 Maurice W. Brown
300 South Greeley Highway
Cheyenne, Wyoming 82001

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective August 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

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

Township 29 North, Range 114 West, 6th P.M.
Section 18: NE¼
Section 20: All

Containing 800.00 acres
Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* One-half of one percent (½ of 1%) of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

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

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

Executed this 2nd day of August 19 77

(Assignor's Signature)

129 West Jefferson Road
(Assignor's Address)

Cheyenne, Wyoming 82001
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1977 By Glenna W. Jane
(Authorized Officer)

Chief, Oil & Gas Section
(Title) JAN 17 1978

ORIGINAL

(Continued on reverse) (See reverse for exact reproductions on one sheet of both sides of this set of forms)

226581

RECORDED Oct. 25 1989 10:15 AM
IN BOOK 84 PAGE 249
FEES $6.00 Mary L. Gallford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jane Doe

OCT 1 [illegible]
BUREAU OF [illegible]

to be a true and [illegible] of the [illegible] records [illegible]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1 Assignee is over the age of majority

2 Assignee is a citizen of the United States

3 Assignee is [XX] Individual [ ] Municipality [ ] Association [ ] Corporation

4 Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*

5 Filing fee of $10 is attached *(see Item 2 of General Instructions)*

6 Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this 2nd day of August, 19 77

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

OCT 11

BUREAU OF LAND MANAGEMENT

Fred D. Volz
(Assignee's Signature)

300 South Greeley Highway
Cheyenne, Wyoming 82001
(Address, include zip code)

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

STATE OF Wyoming)
) of
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by

FRED D. VOLZ

this 2nd day of August, 1977.

Witness my hand and official seal.

My commission expires:

[illegible] - Notary Public
Laramie State of Wyoming
My Commission expires August 31, 1979

Notary Public

FORM 1

Item 1 – Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases, (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated, (b) that it is authorized to hold oil and gas leases, (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of [illegible] stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

GPO 678 247

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Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
84 FEB 27 AM 9 30
[illegible]

FORM APPROVED
OMB NO. 1004-0034
Expires: February 28, 1988

Lease Serial No.
W-59398

Lease effective date
8/1/77

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

FLAG-REDFERN OIL COMPANY

Address (include zip code)

P. O. Box 11050, Midland, TX 79702

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" 226582 All leases cover lands located in Sublette County, Wyoming. RECORDED Oct. 25 1989 10:15AM IN BOOK 84 OIG PAGE 251 FEES 12.50 Mary L. Canfield COUNTY CLERK SUBLETTE COUNTY CLERK By: Mary Riley	SAME LAND DESCRIPTION AS ITEM 2 OCT [illegible]

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	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	SEE EXHIBIT "A"

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 17 day of February, 1984.

Vernon T. Delgado
(Assignor's Signature)
VERNON T. DELGADO

P. O. Box 66
(Assignor's Address)

Pinedale, Wyoming 82941
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective MAR 01 1984

By Rebecca H. Hampton
(Authorized Officer)

for ACTING [redacted] Chief, Oil & Gas Section

JU[redacted] 1984

Serial # FROC #	Date of Lease	Lessee	ORRI Previously Reserved	Lease Description	Assignor's Record Title Assigned
W-60620 HZ43600	4/1/76	Estelle C. Haefele	5.00%	T29N, R114W Sec. 5: Lot 4 Sec. 6: Lots 1, 2, S/2 NE/4, SE/4 Sec. 7: E/2 Sec. 9: SE/4 SE/4 Sec. 17: All Sec. 18: SE/4 *to base of Dakota formation in SE/4 SE/4 of Sec. 9 and S/2 of Sec. 17. **below base of Dakota formation all leased lands and above base of Dakota formation in leased lands except SE/4 SE/4 of Sec. 9 and S/2 of Sec. 17.	*1.95% **3.9%
W-62803 HZ40200	11/1/78	Gary L. Wise	8.00%	T29N, R114W Sec. 6: Lots 3-7, SE/4 NW/4, E/2 SW/4 Sec. 7: Lots 1-4, E/2 W/2 Sec. 18: Lots 1-4, E/2 W/2 Sec. 26: E/2, E/2 NW/4, SW/4 NW/4, SW/4	12.00%
W-59398 HZ43700	8/1/77	Fred D. Volz	6.25%	T29N, R114W Sec. 20: All *to base of Dakota formation **below base of Dakota formation Sec. 18: NE/4 All depths	*1.95% **3.899997% 3.89999
W-60621 HZ44000	4/1/76	Patricia R. Pfenning	5.00%	T29N, R114W Sec. 21: All Sec. 28: All *to base of Dakota formation **below base of Dakota formation	*1.95% **3.9%
W-54163 HZ40700	4/1/76	Bert L. Stovall	10.00%	T29N, R114W Sec. 23: E/2	12.00%
W-54161 HZ43800	4/1/76	Estelle C. Haefele	5.00%	T29N, R114W Sec. 19: E/2 *to base of Dakota formation **below base of Dakota formation	*1.95% **3.899997%
W-54162 HZ44100	4/4/76	Patricia R. Pfenning	5.00%	T29N, R114W Sec. 29: NE/4 *to base of Dakota formation **below base of Dakota formation	*1.95% **3.9%
W-72869 HZ42200	10/1/81	Eckerman-Watkins Partnership	5.00%	T30N, R114W Sec. 11: NW/4	15.00%

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
FEB 28 AM 10
RECEIVED

Serial # FROC #	Date of Lease	Lessee	ORRI Previously Reserved	Lease Description	Assignor's Record Title Assigned
W-69874 HZ40900	1/1/80	J. T. Lykes, Jr.	1.66%	T30N, R114W Sec. 19: Lots 1-4, E/2 SW/4, NE/4 SE/4, S/2 SE/4 Sec. 20: NW/4, NW/4 SE/4 Sec. 28: N/2 Sec. 29: All Sec. 30: N/2 NE/4, SW/4 NE/4, SE/4 Sec. 31: E/2 E/2	10.00%
W-74330 HZ43000	3/1/82	Nancy S. Hannagan	6.25%	T30N, R115W Sec. 3: Lots 3, 4, S/2 NW/4, SW/4	10.00%
W-69890 HZ40800	1/1/80	Jim A. Wilkinson and Ted C. Reisig	1.56%	T30N, R115W Sec. 14: NW/4, N/2 SE/4 Sec. 22: W/2 Sec. 27: W/2 Sec. 34: All Sec. 36: Lots 1-4, W/2 E/2, W/2	9.375%
W-78476 HZ44200	4/1/75	Peter S. Kithaf	5.00%	T29N, R114W Sec. 9: N/2 *to base of Dakota formation **below base of Dakota formation	*1.95% **3.899997%

2-53

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
'84 FEB 27 AM 9 30
CHEYENNE, WYOMING

Form 3106-5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-59398

New Serial No.

1977 ... 10: 00

CHE... WYOMING

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Farmland International Energy Co. (50%)
3800 Buffalo Speedway, Suite 300
Houston, Texas 77098

Rainbow Resources, Inc. (25%)
10 Lakeside Lane
4704 Harlan Street
Denver, Colorado 80212

Barber Oil Exploration Inc. (25%)
1717 St. James Pl., Suite 600
Houston, Texas 7705...

1.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2-3)*

Township 29 North, Range 114 West, 6th P.M.

Section 18: NE¼
Section 20: All

226583

Containing 800.00 acres
Sublette County, Wyoming

RECORDED Oct. 25 1989 10:15 AM
IN BOOK 0084 0.1 G PAGE 254
FEES 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Five and three fourths percent (5 3/4%) of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* One-half of one percent (½ of 1%) of 8/8ths

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

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

, 19 77

REASSIGNMENT RIDER

...00 South Greeley Highway

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

SAME LAND D...

M.V.E.

Assignment approved effective FEB 1 1978

By Orlanna W. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 3 1 1978
(Date)

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

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

Corporate Qualifications filed in W-830

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
1977 JAN 21 AM 10 00
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
1977 OCT -7 AM 10 00

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

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

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

Executed this 29th day of Sept., 1977

BARBER OIL EXPLORATION, INC.

W. P. Goodson

(Assignee's Signature)

W. P. Goodson, Vice-President
1717 St. James Place, Suite 600
Houston, Texas 77056

(Address, include zip code)

OCT 1

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1977 OCT 17 AM 10 00
CHEYENNE, WYOMING

Corporate Qualifications filed in W-56943

A. ASSIGNEE CERTIFIES THAT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RECEIVED
CHEYENNE, WYOMING
1978 JAN 3 AM 10 00

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

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

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

Executed this 29th day of September, 1977

RAINBOW RESOURCES, INC.

(Assignee's Signature)
Charles A. Shear, Vice-President
10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

Corporate Qualifications filed in M-065500

RECEIVED
CHEYENNE, WYOMING
1978 JAN 23 AM 10 00
BUREAU OF LAND MANAGEMENT

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

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

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

RECEIVED
CHEYENNE, WYOMING
1977 OCT -7 AM 10 00
BUREAU OF LAND MANAGEMENT

Executed this 28th day of September, 1977

FARMLAND INTERNATIONAL ENERGY COMPANY

By: William L Rader

William L. Rader (Assignee's Signature) President

3800 Buffalo Speedway, Suite 300
Houston, Texas 77046

(Address, include zip code)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

IGNEE CERTIFIES THAT

Assignee is over the age of majority

Assignee is a citizen of the United States

Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation

Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*

Filing fee of $10 is attached *(see Item 2 of General Instructions)*

Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-igned's knowledge and belief and are made in good faith.

cuted this day of , 19

to be a tru
of the

OCT

BUREA

(Assignee's Signature)

(Address, include zip code)

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

GENERAL INSTRUCTIONS

Use of form – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

Filing and number of copies – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

Effective date of assignment – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

Overriding royalties or payments out of production – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

em 1 – Type or print plainly, in ink, between and below eavy dots, the assignee's full name and mailing address, ncluding zip code.

PART II

Certification of assignee

3. If assignee is an association or partnership, assignee *ust* furnish a certified copy of its articles of association or artnership, with a statement that (a) it is authorized to hold il and gas leases; (b) that the person executing the assign-ent is authorized to act on behalf of the organization in such atters; and (c) names and addresses of members controlling ore than 10% interest.

If assignee is a corporation, it *must* submit a statement ontaining the following information: (a) State in which it was ncorporated; (b) that it is authorized to hold oil and gas eases; (c) that officer executing assignment is authorized to ct on behalf of the corporation in such matters; and (d) per-entage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* – Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

☆ GPO 679-916

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REASSIGNMENT OF OIL AND GAS LEASES

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

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, FAIRWAY OIL & GAS COMPANY, P.O. Box 50890, Midland, Texas 79710 (Assignor) does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, without warranty of title, either express or implied to KERR-MCGEE CORPORATION, P.O. Box 11050, Midland, Texas 79702 (Assignee) the undivided leasehold interest shown in decimals for each Oil and Gas Lease described on Exhibit "A" annexed hereto covering lands located in Sublette County, Wyoming.

The intent and purpose of this Assignment is to convey Assignee all its right, title and interest in the Exhibit "A" leases whether the decimal interest shown for each such lease is in fact the correct interest owned by Assignor.

THIS ASSIGNMENT is made expressly subject to the terms and provisions of the original leases and the terms and provision of all intermediate assignments thereof, Operating Agreements, Unit Agreements, Gas Purchase Contracts, and Farmout Agreements.

THIS ASSIGNMENT shall be binding upon and inure to the benefit of the parties hereto their successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 24th day of September, 1989, but effective August 1, 1989.

226595

RECORDED Oct. 26 1989 11:00 AM
IN BOOK 84 O&G PAGE 259
FEES $32.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

FAIRWAY OIL & GAS COMPANY

Peter J. Redfern, Partner

STATE OF New Jersey *
*
COUNTY OF Morris *

Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared Peter J. Redfern, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Fairway Oil & Gas Company, a partnership, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19th day of September, 1989.

Patricia M. Unger
Notary Public in and for the
State of New Jersey

My Commission Expires:

PATRICIA M. UNGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 24, 1990
Qualified in Morris County

PATRICIA M. UNGER NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that
Reassignment of Oil and Gas Leases dated
September _____, 1989 between Fairway Oil & Gas Company,
Assignor, and Kerr -McGce Corporation, Assignee.

1. Our File No.: HZ402-00
Lessor: USA W-62803
Date: 11/1/78
Recording Data:
Description: T-29-N, R-114-W
Sec. 6: Lots 3,4,5,6,7,SE/4 NW/4, E/2SW/4
Sec. 7: Lots 1,2,3,4,E/2W/2
Sec. 18: Lots 1,2,3,4,E/2W/2
Sec. 26: E/2, E/2NW/4,SW/4NW/4, SW/4, Sublette Co., Wy.

An undivided .00440000 leasehold interest in the above described oil and gas lease

2. Our File No.: HZ403-00
Lessor: USA W-67196
Date: 4/1/79
Recording Data:
Description: T-29-N, R-115-W
Sec. 1: All
Sec. 2: All
Sec. 11: E/2, E/2W/2
Sublette Co., Wy.

An undivided .00550000 leasehold interest in the above described oil and gas lease

3. Our File No.: HZ405-00
Lessor: USA #W-69888
Date: 1/1/80
Recording Data:
Description: T-30-N, R-115-W
Sec. 2: Lots 1,2,3,4,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
T-31-N, R-115-W
Sec. 35: NE/4
Sublette Co., Wy.

4. Our File No.: HZ406-00
Lessor: USA #WY-69873
Date: 1/1/80
Recording Data:
Description: T-30-N, R-114-W
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 1,2,3,4,E/2,E/2W/2
Sec. 19: N/2NE/4, SE/4NE/4, E/2 NW/4
Sec. 20: NE/4, NE/4SE/4
Sublette Co., Wy.

[redacted] [redacted] [redacted]

An undivided .01100001 leasehold interest in the above described oil and gas leases

5. Our File No.: HZ407-00
Lessor: USA #W-54163
Date: 4/1/76
Recording Data:
Description: E/2 Sec. 23, T-29-N, R-114-W
6th P.M.
Sublette Co., Wy.

An undivided .00440000 leasehold interest in the above described oil and gas lease

6. Our File No.: HZ408-00
Lessor: USA #W-69890
Date: 1/1/80
Recording Data:
Description: T-30-N, R-115-W, 6th P.M.
Sec. 36: Lots 1,2,3,4 & W/2E/2 & W/2
Sublette Co., Wy.

An undivided .00343750 leasehold interest in the above described oil and gas leases

7. Our File No.: HZ409-00
Lessor: USA #W-69874
Date: 1/1/80
Recording Data:
Description: T-30-N, R-114-W, 6th P.M.
Sec. 31: E/2E/2
Sublette Co., Wy.

An undivided .00366666 leasehold interest in the above described oil and gas lease

8. Our File No.: HZ410-00
Lessor: James P. Walker et ux
Date: 5/6/80
Recording Data: Book 59, Page 155
Description: T-30-N, R-114-W
Sec. 8: S/2NW/4, NE/4SW/4, NW/4SE/4
Sublette Co., Wy.

An undivided .01100001 leasehold interest in the above described oil and gas lease

9. Our File No.: HZ417-00
Lessor: USA #W-72878
Date: 10/1/81
Recording Data:
Description: T-30-N, R-115-W
Sec. 16: All
Sec. 20: All
Sec. 21: All
Sec. 29: All
Sec. 33: All
Sublette Co., Wy.

An undivided .00366661 leasehold interest in the above described oil and gas lease

10. Our File No.: HZ418-00
Lessor: St of Wy 81-51
Date: 1/2/81
Recording Data:
Description: T-30-N, R-114-W
Sec. 36: E/2
Subleete Co., Wy.

762

An undivided .01100000 leasehold interest in the above described oil and gas lease

11. Our File No.: HZ422-00
Lessor: USA W-72869
Date: 10/1/81
Recording Data:
Description: T-30-N, R-114-W
Sec. 11: NW/4
Sublette Co., Wy.

an undivided .00550000 leasehold interest in the above described oil and gas lease

]2. Our File No.: HZ423-00
Lessor: USA W-38887
Date: 3/31/73
Recording Data:
Description: T-29-N, R-114-W, 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
Sublette Co., Wy.

An undivided .00055050 leasehold interest in the above described oil and gas lease

13 Our File No.: HZ424-00
Lessor: USA W#-52404
Date: 12/1/75
Recording Data:
Description: T-29-N, R-115-W
Sec. 12: All
Sublette Co., Wy.

An undivideo .00330000 leasehold interest in the above described oil and gas lease

14. Our File No.: HZ425-00
Lessor: USA W-36438
Date: 10/1/72
Recording Data: Book 64, Page 168
Description: T-30-N, R-114-W
Sec. 33: All
Sec. 34: SW/4NE/4, W/2NW/4, SE/4 NW/4
& SW/4, W/2SE/4
Sublette Co., Wy.

An undivided .00266539 leasehold interest in the above described oil and gas leases

15. Our File No.: HZ430-00
Lessor: USA #W-74330
Date: 3/1/82
Recording Data:
Description: T-30-N, R-115-W
Sec. 30: Lots 3,4, S/2NW/4, SW/4
Sublette Co., Wy.

16. Our File No.: HZ431-00
Lessor: USA #W-69884
Date: 1/1/80
Recording Data:
Description: T-28-N, R-115-W
Sec. 6: Lots 8,9,12,L3, E/2SW/4
Sec. 7: Lots 5,6,7,8,E/2, E/2W/2
T-28-N, R-116-W
Sec. 1: Lots 5,6,S/2NE/4.SE/4

[redacted] [redacted] [redacted]

Sublette Co., Wy.

An undivided .00366667 leasehold interest in the above described oil and gas leases.

17. Our File No.: HZ432-00
Lessor: Dorthy Newcomb et ux et al
Date:
Recording Data:
Description: T-30-N, R-114-W
Sec. 23: NE/4NW/4
Sec. 24: W/2NW/4, SW/4SE/4, S/2
Sublette Co., Wy.

An undivided .00721000 leasehold interest in the above described oil and gas lease

18. Our File No.: HZ436-00
Lessor: USA #W-60620
Date: 4/1/76
Recording Data:
Description: T-29-N, R-114-W
Sec. 5: Lot 4
Sec. 6: Lot 1,2,S/2NE/4, SE/4
Sec. 7: E/2
Sec. 17: N/2
Sec. 18: SE/4
as to all depths in the sections above
Sec. 9: SE/4SE/4
Sec. 17: S/2
Limited to 9340' or the base of the Dakota formation in SE/4SE/4 of Sec. 9 & S/2 of Sec. 17 insofar as said lease covers the above lands
Sublette Co., Wy.

19. Our File No.: HZ437-00
Lessor: USA #W-59398
Date: 8/1/77
Recording Data:
Description: T-29-N, R-114-W
Sec. 18: NE/4
Sec. 20: All
insofar as said lease covers the above lands
Sublette Co., Wy.

An undivided .00143000 leasehold interest in the above described oil and gas leases

20. Our File No.: HZ438-00
Lessor: USA #W-54161
Date: 4/1/76
Recording Data:
Description: insofar as said lease covers
T-29-N, R-114-W
Sec. 19: E/2
Sublette Co., Wy.

21. Our File No.: HZ439-00
Lessor: St of Wy. #76-0342
Date: 5/7/76
Recording Data:
Description: insofar as said lease covers:
T-29-N, R-114-W
Sec. 16: All
Sublette Co., Wy.

An undivided .00071500 leasehold interest in the above described

oil and gas leases

22. Our File No.: HZ440-00
Lessor: USA #W-60621
Date: 4/1/76
Recording Data:
Description: T-29-N, R-114-W
Sec. 21: All
Sec. 28: All
Sublette Co., Wy.

23. Our File No.: HZ441-00
Lessor: USA #W-54162
Date: 4/4/76
Recording Data:
Description: T-29-N, R-114-W
Sec. 29: NE/4
Sublette Co., Wy.

An undivided .00071565 leasehold interest in the above described oil and gas leases

24. Our File No.: HZ442-00
Lessor: USA #W-78476
Date: 4/1/75
Recording Data:
Description: T-29-N, R-114-W
Sec. 9: N/2
Sublette Co., Wy.

An undivided .00071500 leasehold interest in the above described oil and gas lease

25. Our File No.: HZ443-00
Lessor: USA #W-78475
Date: 5/31/74
Recording Data:
Description: T-29-N, R-114-W
Sec. 10: All
Sec. 15: E/2
Sublette Co., Wy.

An undivided .00110100 leasehold interest in the above described oil and gas lease

26. Our File No.: HZ444-00
Lessor: USA #W-80232
Date: 4/1/79
Recording Data:
Description: T-29-N, R-115-W
Sec. 14: NE/4, E/2NW/4, S/2
Sublette Co., Wy.

An undivided .00550000 leasehold interest in the above described oil and gas lease

27. Our File No.: HZ445-00
Lessor: USA #W-103176
Date: 1/1/80
Recording Data:
Description: T-30-N, R-114-W
Sec. 19: Lots 1,2,3,4, E/2SW/4, NE/4SE/4, S/2SE/4
Sec. 20: NW/4, NW/4SE/4
Sec. 28: N/2
Sec. 29: All
Sec. 30: N/2NE/4, SW/4NE/4, SE/4
Sublette Co., Wy.

An undivided .003666666 leasehold interest in the above described

[redacted] [redacted] [redacted]

oil and gas lease

28. Our File No.: HZ446-00
Lessor: USA #W-103177
Date: 1/1/80
Recording Data:
Description: T-30-N, R-115-W
Sec. 14: NW/4, N/W SE/4
Sec. 22: W/2
Sec. 27: W/2
Sec. 34: All
Sublette Co., Wy.

An undivided .00343750 leasehold interest in the above described oil and gas lease

29. Our File No.: JS405-00
Lessor: USA #72861
Date: 10/1/81
Recording Data: 10/1/81
Description: T-37-N, R-113-W
Sec. 4: Lot 4
Sec. 5: Lots 1& 2
T-38-N, R-113-W
Sec. 29: N/2NW/4NW/4, S/2SW/4NW/4, SW/4, S/2SE/4.
Sec. 30: Lots 1,2, E/2NW/4
Sec. 33: NE/4NE/4, SE/4NW/4
Sublette Co., Wy.

An undivided .00600000 leasehold interest in the above described oil and gas lease

30. Our File No.: LZ402-00
Lessor: USA #64904
Date: 10/1/78
Recording Data:
Description: T-30-N, R-113-W
Sec. 7: Lots 1,2,3,4,SE/4NW/4, E/2 SW/4, W/2SE/4
Sec. 18: Lots 1,2,3,4,W/2NE/4, SE/4NE/4, E/2W/2, SE/4
Sec. 19: Lots 1,2,3,E/2,E/2W/2
Sublette Co., Wy.

An undivided .01101000 leasehold interest in the above described oil and gas lease

31. Our File No.: LZ403-00
Lessor: USA #W-74317
Date: 3/1/82
Recording Data:
Description: T-30-N, R-113-W
Sec. 6: Lots 3,4,5,SE/4NW/4, W/2SE/4, SE/4SE/4
Sec. 12: N/2NW/4
Sec. 20: SW/4
Sublette Co., Wy.

An undivided .00550500 leasehold interest in the above described oil and gas lease

32. Our File No.: LZ404-00
Lessor: USA #W-72857
Date: 10/1/81
Recording Data:
Description: T-30-N, R-113-W
Sec. 5: SE/4SE/4
Sublette Co., Wy.

An undivided .01101000 leasehold interest in the above described oil and gas lease

33. Our File No.: LZ406-00
Lessor: USA #W-82343
Date: 2/1/83
Recording Data:
Description: T-30-N, R-113-W
Sec. 5: N/2SE/4, SW/4SE/4
Sec. 7: NE/4
Sublette Co., Wy.

34. Our File No.: LZ407-00
Lessor: USA #W-04213
Date: 2/1/74
Recording Data:
Description: T-30-N, R-113-W
Sec. 20: NE/4NW/4
Sublette Co., Wy.

An undivided .00550500 leasehold interest in the above described oil and gas leases

Miller Land and Livestock Co., A Wyoming Corporation
Aspe[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
Miller Land and Livestock Co., A Wyoming Corporation (112407)	11-07-80	60	303	T33N, R110W Sec. 15: S/2 SW/4 Sec. 16: All Sec. 21: E/2, E/2 W/2 Sec. 22: SW/4 NE/4, W/2 SE/4, W/2 Sec. 27: NW/4 NE/4, W/2 SE/4, W/2 Sec. 28: NE/4, E/2 NW/4 Sec. 34: W/2 NE/4, NW/4, NE/4 SW/4, W/2 SE/4, SE/4 SE/4

226611

RECORDED Oct. 27 1989 9:40 AM
IN BOOK 84 OF G PAGE 268
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

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 2nd day of October, 1989.

CHEVRON U.S.A. INC.

By J. L. 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. L. 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 2nd day of October, 1989.

My commission expires:
March 9, 1993

Arta Pilcher Blake
Notary Public

OFFICIAL SEAL
ARTA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Mar. 9, 1993

ORIGINAL

268

269

Form 3000-1c
(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-36422

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

*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 22: NW¼ Containing 160 acres, more or less, Sublette County, Wyoming Limited in depth from the surface of the earth down to the base of the stratigraphic equivalent of 11,044 feet as encountered in the True Federal #10-22 well located in the NW¼ of Section 22, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming.	14.4%	6.482573%	7.917427%	5% of 6.482573% = .324129%	2%

226614

RECORDED Oct. 30 1989 9:50AM
IN BOOK 84 OJG PAGE 269
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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)

Part 4 (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

TRANSFEREES:

MM&S PARTNERS (5.423559%)
6200 S. Syracuse Way, Suite 445
Englewood, Colorado 80111

JORDAN R. SMITH (.933368%)
6200 S. Syracuse Way, Suite 445
Englewood, Colorado 80111

ROCKY MOUNTAIN OILFINDERS, INC. (.125646%)
6200 S. Syracuse Way, Suite 445
Englewood, Colorado 80111

Subject to Election Letter dated 7/21/82 by and between Backer Resources, Inc. and Energetics.

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 10th day of October, 19 89

Name of Transferor: BACKER RESOURCES, INC.
Please type or print
Transferor: [signature] PRESIDENT
(Signature)
Attorney-in-fact: _____
(Signature)
55 Granville Street, Suite 200
(Transferor's Address)
Vancouver, B.C., Canada V6C 1T1
(City) (State) (Zip Code)

Executed this 20th day of October, 19 89

MM&S PARTNERS
Transferee: [signature]
By: Robert L. Mehl, (Signature) Managing General 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 as to any matter within its jurisdiction.

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.

TRANSFEREES:

Executed this 20th day of October, 19 89

JORDAN R. SMITH

By: Jordan R. Smith

Executed this 24th day of October, 19 89

ROCKY MOUNTAIN OILFINDERS, INC.

By: Patrick D. Maher, President

ATTEST:

By: Marguerite C. 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.

PROVINCE OF BRITISH COLUMBIA)
)
CITY OF VANCOUVER)

CORPORATION

BEFORE ME, the undersigned authority, in and for said city and province, on this day personally appeared DAVID M. MERCIER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BACKER RESOURCES INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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

My Commission ~~Expires~~:
Does not Expire

Notary Public

G. MARTIN GREER
BARRISTER & SOLICITOR
850 INGLEWOOD AVENUE
WEST VANCOUVER, B. C.

Richard J. Robertson
990695

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
Richard J. Robertson, a married man	11/8/84	73 O&G	517	T33N, R113W, 6th PM Sec. 29: E½, SW¼ Sec. 32: N½N½

226615

RECORDED October 30 1989 10:00A M
IN BOOK 84 O&G PAGE 273
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Kitty

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 23rd day of June, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington
Assistant Secretary

OFFICIAL SEAL
PETRA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Mar. 5 1993

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 23rd day of June, 1989.

My commission expires:

March 5, 1993

Petra Pilcher Blake
Notary Public

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of April, 19 89, by and between John N. Chrisman and Nadine Chrisman, husband and wife

whose post office address is P.O. Box 310 Big Piney, Wyoming 83113 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

and containing 628.58 acres, more or less.

five (5)

1. It is agreed that this lease shall remain in force for a term of ~~XX~~ 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~~ * 1/6th part of all oil produced and saved from the leased premises.
2nd. To pay Lessor ~~XXXXXXXXX~~ * 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 ~~XXXXXXXX~~ 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 ~~XXXXXXXX~~ 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~~ 1,500 depth.

8. No well shall be drilled nearer than ~~XXX~~ 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 _____ X _____

John N. Chrisman — Nadine Chrisman

SS# 520-34-1690

226634

RECORDED 04-20-90 TIME 3:45 PM
IN BOOK 84 of G PAGE 274
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
274 By: Mary Kelly

Printed by P&M Printing 311 16th St., Suite 222, (303) 893-1681

275

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 16th day of August, 1989, personally appeared John N. Chrisman

and Nadine Chrisman, husband and wife

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

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires July 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 July 10, 1991 Kathleen A. King
Notary Public

STATE OF .....
COUNTY OF ..... } ss.

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

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

day of ....., 19....., personally appeared.....

and.....

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

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

My Commission Expires .....
Notary Public

State of .....
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared..... to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)
Notary Public.

My Commission expires.....

No .....
FROM
.....
.....
TO
.....
.....
Dated .....
No. Acres .....
County .....
Term .....
This instrument was filed for record on the .....
day of ....., 19....., at .....
.....o'clock.....M., and duly recorded in
Volume ..... Page .....
..... of the records of this office.
County Clerk.
By ..... Deputy.
When recorded return to

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

WYW-76436
Lease Serial No.

5-1-82
Lease Effective Date
(Anniversary Date)

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 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Perma Land Company
   Street 355 Union Blvd., Suite 300
   City, State, ZIP Code Lakewood, CO 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 29 North, Range 112 West, 6th PM Section 20: NW¼NW¼	100%	100%	0%	5%	

226684

RECORDED November 2 '89 11:15 A M
IN BOOK 84 Ot H PAGE 276
FEES $ 6.00 Mary L. Lanyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara A. Walker

(WY-53154-000 Long Island)

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 OCT 1 1989

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

By /s/ Doris M. Miller (Authorized Officer)
ACTING SUPERVISORY LAND LAW EXAMINER (Title)
OCT 3 1989 FOR ASSIGNEE (Date)

276

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.

BUREAU OF LAND MANAGEMENT
89 OCT 10 AM 10 00
WYOMING

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) 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 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 here[illegible]

For geothermal assignments, an overriding royalty may not be less than [illegible] of one percent of the value of output, not 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 14th day of August, 19 89

Name of Assignor as shown on current lease Michael B. Hartgraves
Please type or print

Assignor Michael B. Hartgraves
(Signature)

or

Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 7th day of August, 19 89

Assignee By: S. Burritt Boynton
(Signature)

or

Attorney-in-fact Perma Land Company
(Signature)

S. Burritt Boynton

Title 18 U.S.C. S[redacted]kes it a crime for any person knowingly and willfu[redacted] to any Department or agency of the United State[redacted] ctitious or fraudu[illegible] statements or rep[illegible] as to any matter within its jurisdiction.

Form 3110-2
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND
LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name: Michael B. Hartgraves
Street: Box 205
City: Lovington, New Mexico 88260
State
Zip Code

W-76436
(Serial Number)

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

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

T 29 N, R 112 W, 6th Prin Mer
Sec 20: NW¼NW¼

226685

RECORDED November 2 19 89 11:20 AM
IN BOOK 84 O+G PAGE 278
FEES $ 12.00 Maryl. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

6th Year, $2 per acre or Fraction Thereof.

Containing a total of **40.00** acres Annual Rental $ **40.00**

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By Michael B. Hartgraves
(Offeror/Lessee Signature)

By Monica W. Lane
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

(Title)

(Atty-in-fact or Agent's Signature)

4-8-82
(Date Signed)

APR 21 1982
(Date)

Effective date of lease: MAY 1 1982

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FOR LESSEE

LEASE TERMS

Sec. 1. *Rights granted.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after receipt of notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

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

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

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

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

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

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

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

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

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(i) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage and timber growth thereon or on Federal or non-Federal lands [redacted] nity, (2) polluting air and water; (3) damaging [redacted] ed by the United States or other parties, or (4) destr[redacted] g or removing fossils historic or prehistoric ruins

total relinquishment or the termination or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(s) *Deliver premises on sale or forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees and for other public purposes.

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor in the manner required by the lessor, at any point on the leased premises, or if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline delivering or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

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

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

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

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

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised Statutes of the U[redacted] as amended (41 U.S.C. Sec. 22) and Secs. 431[redacted]33, Title 18 U.S. Code, relating to contracts, ente[redacted]orm a part of this

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

Minerals Management Service
P. O. Box 2859
Casper, WY 82602

Management Agency *(name)*

District Manager
Bureau of Land Management
P. O. Box 1869
Rock Springs, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109-5 (August 1973)

GPO 549-258

This lease is issued pursuant and subject, to the extent applicable, to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures);

(2) implementation of alternative bidding systems authorized for the award of Federal leases;

(3) establishment of diligent requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);

(4) setting rates of production for Federal leases; and

(5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

/ 4-8-82
Date

/ Michael K. Hartgraves
Signature

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provision of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), the USGS, and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

/ 4-8-82
Date

/ Michael B. Hattgrams
Signature

Form 3160-3a
(December 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-64986

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)

0050345-000
Figure Four Canyon Prospect

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* See attached Exhibit "A"
   Street
   City, State, ZIP Code

*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 112 West Section 11: S½ Section 14: NW¼ Containing 640.00 acres, more or less Sublette County, Wyoming Limited from the surface of the earth down to the stratigraphic equivalent of 8980' as encountered in the Federal #20-14 well, located in the SW¼NE¼ of Section 14, Township 27 North, Range 112 West, Sublette County, Wyoming. Also subject to that certain Option Farmout Agreement dated August 1, 1988, as amended and ratified by said parties to this Transfer of Operating Rights.	12.5% of 8/8ths	See Exhibit "A"	.0682% of 8/8ths	-	-

226686

RECORDED November 2 19 89 11:20 AM
IN BOOK 84 014 PAGE 283
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara A. Walker

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 [redacted] e.g., if transferor transfers one quarter of a 20% interest, enter 2[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 (sub[redacted]lessee is responsible for all lease obligations under the lease rights [redacted]o the sublessee.

PAPERWORK [redacted] ON 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.

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of October, 1989, by K. V. THOLSTROM, Vice President and General Manager, of PRESIDIO EXPLORATION, INC., a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
Englewood, Colorado 80111-3035

My Commission Expires: May 1, 1990

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 15th day of August, 19 89

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

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

1801 California St., Suite 3400
(Transferor's Address)

Denver, Colorado 80202-2648
(City) (State) (Zip Code)

Executed this 24th day of October, 19 89

PRESIDIO EXPLORATION, INC.

Transferee
or
Attorney-in-fact K. V. Tholstrom, Vice President
(Signature)

ATTEST: Timothy L. Garrett
Assistant 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.

28$

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of August, 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 STATE OF COLORADO

Notary Public

ADDRESS:

1801 California Street, Suite 3400
Denver, Colorado 80202-2648

EXHIBIT "A"

Attached to and made a part of that certain
Transfer of Operating Rights assignment
dated June 29, 1989

I. TRANSFEREE (SUBLESSEE)

	Name	Percent of Interest Conveyed
1.	Presidio Exploration, Inc. (formerly General Atlantic Energy Corporation) 5613 DTC Parkway, Suite 800 Englewood, Colorado 80111	10.1375% of 8/8ths
2.	Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.5400% of 8/8ths
3.	Robert H. Mehl c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.4625% of 8/8ths
4.	Jordon R. Smith c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.1875% of 8/8ths
5.	Venture Resources, Inc. c/o Rocky Mountain Oilfinders, Inc. 6200 S. Syracuse Way, Suite 445 Englewood, Colorado 80111	.8100% of 8/8ths
6.	North American Resources Company, Inc. 410 N. 31st Street 201 Transwestern II Building Billings, Montana 59103-7007	.2943% of 8/8ths

5834D

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, 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 is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey, without covenants or warranties of title, either express or implied, unto David J. Kingston 8849 East Mineral Place Englewood, Colorado 80112 hereinafter referred to as "Assignee", all of Assignor's interest in the Oil and Gas Leases and other Contractual Agreements described in Exhibit "A", insofar as said Oil and Gas Leases cover the lands and depths specifically described in Exhibit "A" attached hereto and made a part hereof, said lands being situated in Sublette County, Wyoming, and subject to the provisions of said Oil and Gas leases and to any and all existing royalties, excess royalties, overriding royalty interests or other payments out of production which said Oil and Gas leases may be burdened as of the effective date of this Assignment and Bill of Sale.

Assignor, for the same consideration recited above, does hereby sell, transfer, assign and convey, AS IS AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS OF PURPOSE, EITHER EXPRESS OR IMPLIED, unto Assignee, all of its right, title and interest in and to the Homer #8-21 well, located in the NENW of Section 8, T29N-R112W, Sublette County, Wyoming together with the leasehold equipment, fixtures and personal property used in connection with said well.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

Assignor and Assignee, in consideration of the mutual benefits to be derived hereunder, understand and agree to the following terms and conditions:

1. Assignee hereby agrees that all the oil and gas produced prior to the effective date of this Assignment and Bill of Sale is excluded from this sale and reserved by, and remains the property of, Assignor.

2. Assignee agrees to be solely responsible for any and all sales taxes due, if any, by virtue of this transaction on the equipment, material and property hereby assigned and conveyed. Assignee agrees to be responsible for payment of ad valorem taxes for the current year. Assignor shall remit to Assignee its proportionate share of said taxes, prorated from the effective date of this sale upon being billed by Assignee.

3. Assignee hereby agrees that it has inspected the leases, well, personal property and equipment assigned and conveyed herein and that it accepts the same in their present condition. Assignee hereby agrees to assume all responsibility for said well, the casing, plugging requirements or exceptions thereto, including bonding requirements, in and on said well, and all other personal property used on or in connection therewith, from and after the effective date of this Assignment and Bill of Sale, and Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the above-described leases, lands, well, casing, and other personal property, or Assignee or other parties' operations on said leases and said land, as of the effective date of this Assignment and Bill of Sale, regardless of whether the liability therefore is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party. Assignor agrees to protect, defend, indemnify and hold Assignee and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the above-described leases, lands, well, casing, and other personal property, or other parties' operations on said leases and said lands, prior to the effective date of this Assignment and Bill of Sale.

RECORDED November 2 AT 89 4:35 P M
IN BOOK 84 O+H PAGE 287
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
[redacted]TTE COUNTY, PINEDALE, WYOMI[redacted]

Homer #8-21
Little Reuben Prospect
Sublette County, Wyoming

110 - Lot [redacted]

4. [redacted]signee agrees that at s[redacted]time as any well or we[redacted]n the lease[redacted]igned hereby are aband[redacted] Assignee will properl[redacted]g and abandon said wells in accordance with the applicable rules and regulations pertaining to the plugging and abandoning of such wells in the State of Wyoming at that time; and Assignee further agrees to clean the surface of the land around said well or wells and to restore such as nearly as possible to its original condition pursuant to the terms of leases described herein. Assignee agrees to be responsible to Assignor for damages in connection with the above referenced operations and to hold Assignor harmless therefrom.

5. This Assignment and Bill of Sale shall be binding on the Assignor and Assignee, their heirs, successors, personal representatives, executors and assigns.

This Assignment and Bill of Sale shall be effective as of the 1st day of November, 1989

Executed this 26th day of October, 1989.

ASSIGNOR:

BWAB 1984-86 Joint Venture, a Colorado General Partnership by BWAB Incorporated, Managing Partner

By: William G. Mills II
William G. Mills II, Attorney-in-Fact

ASSIGNEE:

ATTEST:

By: David Keighley

Its:

ACKNOWLEDGEMENT

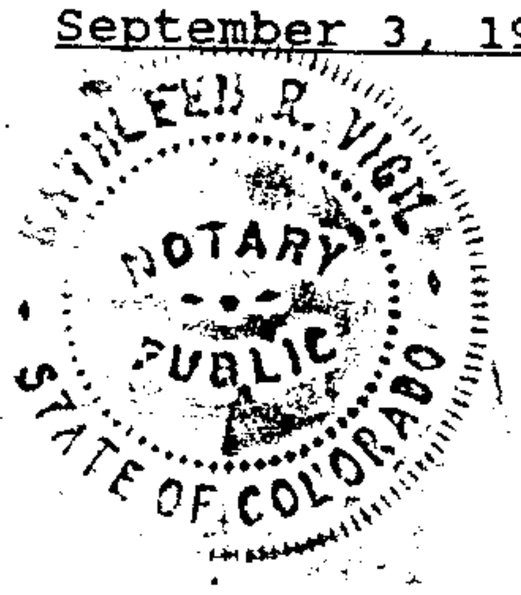
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared William G. Mills II, Attorney-in-Fact for BWAB Incorporated, a Colorado Corporation, as Managing Venturer for the 1984-86 Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Corporation.

Given under my hand and seal of office this 26th day of October, 1989.

My commission expires:

September 3, 1993



Kathleen R. Vigil - Notary Public
555 17th Street, Suite 1900
Denver, Colorado 80202

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned authority, on this day, personally appeared _____, of _____, a _____ corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of_____, 1989.

My commission expires:

_____

_____
Notary Public
Address:

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of October, 1989, by David J Kingston

.

My commission expires:

6-7-93

(SEAL)

NOTARY PUBLIC OF COLORADO

Julia N Hartman
Notary Public
7035 W 16th Pl #2
Lakewood, CO 80215

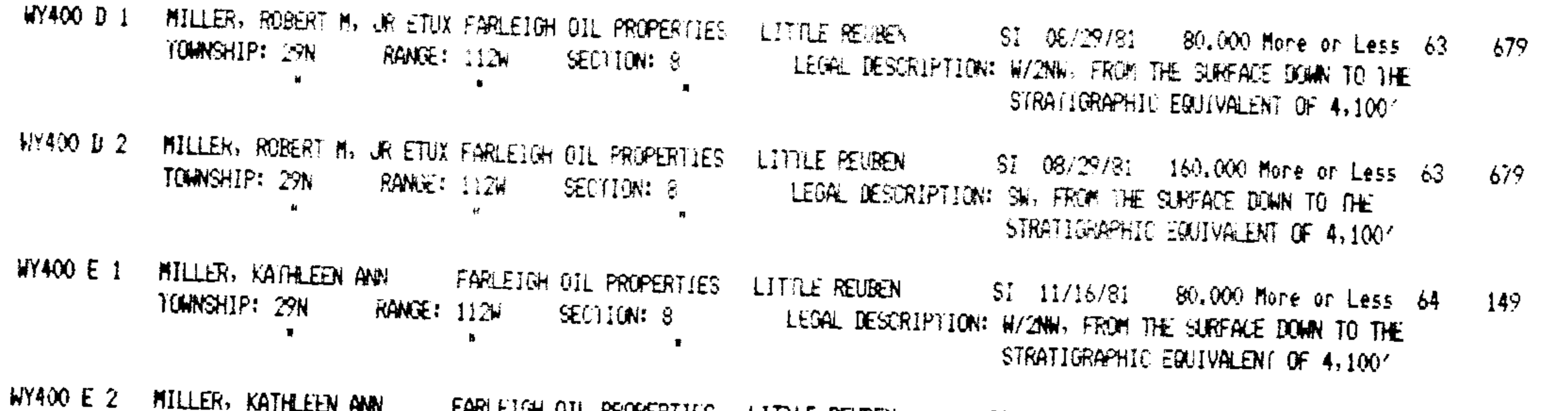
RUN DATE: 10/04/89

B.W.A.B. INC.

Exhibit 'A' - Lease Schedule

COUNTY: SUBLETTE
STATE: WY

LEASE NO	LESSOR	LESSEE	PROSPECT	ST	LEASE DT	GROSS ACRES	BOOK	PAGE
WY284 B	CHRISTY, WILLIAM C. ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	428
WY284 C	CHRISTY, KIMBERLY S. ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	432
WY284 D	THOMAS, CATHLEEN C. ETVIR TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	424
WY284 E	HOMER, PAUL LOGAN ETAL TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	420
WY400 A 1	KYSAR, PRISCILLA ET VIR TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	80.000 More or Less	63	653
WY400 A 2	KYSAR, PRISCILLA TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	160.000 More or Less	63	653
WY400 B 1	MILLER, MATHEW DANIEL TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	03/28/83	80.000 More or Less	69	43
WY400 B 2	MILLER, MATHEW DANIEL TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	03/28/83	160.000 More or Less	69	43
WY400 C 1	MILLER, PATRICIA MILDRED TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	80.000 More or Less	63	683
WY400 C 2	MILLER, PATRICIA MILDRED TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	160.000 More or Less	63	683
WY400 D 1	MILLER, ROBERT M, JR ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	08/29/81	80.000 More or Less	63	679
WY400 D 2	MILLER, ROBERT M, JR ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	08/29/81	160.000 More or Less	63	679
WY400 E 1	MILLER, KATHLEEN ANN TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	80.000 More or Less	64	149
WY400 E 2	MILLER, KATHLEEN ANN TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	160.000 More or Less	64	149



[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF SUBLETTE AND SWEETWATER)

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, MM&S Partners, Jordan R. Smith, Patrick D. Maher, and Western Oil Partners, whose address is 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111 (hereinafter collectively referred to as "Assignor"), does hereby BARGAIN, SELL, TRANSFER, ASSIGN, AND CONVEY to Enron Oil & Gas Company, a Delaware corporation, whose address is 1801 California Street, Suite 3400, Denver, Colorado 80202 (hereinafter referred to as "Assignee"), its successors and assigns, the following:

(a) All of Assignor's right, title, and interest in, to, and under or derived from the oil and gas leases, oil, gas, and mineral leases, and other interests therein described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Leases"), together with all of Assignor's rights, title, and interests in and to all the property and rights incident thereto, including, without limitation, all materials, equipment, personal property, wells, fixtures, pipelines, flow lines, gathering systems, portable buildings, structures, and other improvements located thereon or used or obtained in connection therewith (hereinafter collectively referred to as the "Equipment"); all of Assignor's rights, title, and interests in, to, and under all agreements, unitization agreements, pooling agreements, operating agreements, leases, permits, right-of-ways, easements, licenses, farmouts, options, and orders in any way relating thereto; and all of Assignor's rights, title, and interests in, to, and under or derived from the Leases of whatsoever kind, character, or nature all of the foregoing properties, rights, and interests described in this subparagraph (a) being hereinafter referred to as the "Interests";

(b) All of Assignor's rights, title, and interests in and to the oil, gas, and other hydrocarbons stored upon the Leases (or stored elsewhere) which are produced from or attributable to the Interests from and after the Effective Time (hereinafter referred to as the "Production"); and

(c) All of the files, records, correspondence, data (including, but not limited to, engineering, geological, and geophysical data), reports, and maps, of any kind or character, now in the possession or control of Assignor that relate to the items described in subparagraphs (a) and (b) above (hereinafter referred to as the "Records").

226702

RECORDED Nov. 3 1989 9:00 A.M.
IN BOOK 84 O&G PAGE 292
FEES $105.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee

This Assignment and Bill of Sale is being executed, delivered, and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Agreement dated July 21, 1989, by and between Assignor, as Seller, and Assignee, as Buyer, reference to which is here made for all purposes (hereinafter referred to as the "Agreement", and is and shall be effective as of March 1, 1989 at 12:01 a.m., Mountain Standard Time (MST) (referred to in the Agreement and herein as the "Effective Time").

This Assignment and Bill of Sale covers all of the rights, title, and interests of Assignor in and to the Interests, the Production, and the Records, but is made subject to the "Permitted Encumbrances", which term, as used in the Agreement and herein, means:

(a) the following burdens, if, and only if, the net cumulative effect of such burdens does not operate to (i) reduce the respective net revenue interests in and to the Wells to less than the "Net Revenue Interest" set forth on Exhibit "A-1" hereto, or (ii) increase the respective cost-bearing interests in and to the Wells to more than the "Cost-bearing Interest" set forth on Exhibit "A-1" (unless there is a corresponding, proportionate increase in the respective net revenue interests attributable thereto):

(i) the terms and provisions of each of the Leases (including that portion of Lessor's royalties burdening the Interests and the Production as of the Effective Time), together with that portion of all overriding royalties, net profits interests (if any), carried interests (if any), reversionary interests (if any), or other interests (if any) which burden the Interests and/or the Production and which are of record as of the Effective Time;

(ii) existing division orders affecting the Interests and/or the Production which are in effect as of the date of Closing;

(iii) the terms and provisions of each of the agreements and contracts comprising the Outstanding Contracts, it being understood and agreed upon by and between Seller and Buyer that except for the Outstanding Contracts there are no other outstanding operating agreements or other agreements affecting the Interests or the Production and there are no other outstanding sales, purchase, and/or exchange contracts, gathering contracts, processing contracts, or transportation contracts affecting the Interests or the Production;

(iv) unitization and pooling, designation, declarations, orders, and/or agreements pertaining thereto affecting the Interests or the Production, if any;

(v) injection, repressuring, and/or recycling agreements affecting the Interests or the Production as of the Effective Time, if any;

(vi) salt water or other disposal lease agreements affecting the Interests or the Production, if any;

(vii) seismic or geological and/or geophysical permits or agreements affecting the Interests or the Production as of the Effective Time, if any; and

(viii) other agreements [except for agreements which are referred to in subparagraphs (i) through (vii) above] which are customary in the oil, gas, and mineral exploratory and development business or in the business of processing gas and gas condensate production for the extraction of products therefrom, if any.

(b) Liens for taxes or assessments affecting the Interests or the Production as of the Effective Time (i) which are not yet due and payable, or (ii) which are not yet delinquent or, if delinquent, that are currently in the process of being, or shall be, contested in good faith pursuant to applicable State law and in the ordinary course of business and for which adequate revenues have been set aside by Seller;

(c) All rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of the Interests or the Production, if the same are customarily obtained subsequent to such sale or conveyance; provided that such rights do not have a materially adverse effect on the ownership, operation, use, value, or sale of the Interests or the Production;

(d) All easements, right-of-ways, servitudes, permits, surface leases, and other rights with respect to surface operations, timber leases, pipelines, grazing, logging, canals, ditches, reservoirs, or the like and conditions, covenants, or other restrictions, and easements for highways, pipelines, telephone lines, power lines, railways, and other easements and right-of-ways, on, over, or in respect of any of the Leases; provided that such rights do not have a materially adverse effect on the ownership, use, operation, value, or sale of the Interests or the Production;

(e) Materialmen's liens, mechanic's liens, and other similar statutory liens, if any, and such other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, and irregularities, if any, arising in the ordinary course of business with respect to obligations affecting the Interests or the Production (i) which are not yet due or pursuant to which Seller is not yet in default, and (ii) which are not such as would or will materially interfere with the ownership, operation, use, value, or sale of the Interests or the Production;

(f) Contractual liens of operators under the terms and provisions of the operating agreements listed on Exhibit "B" hereto arising in the ordinary course of business with respect to obligations affecting the Interests or the Production (i) which are not yet due or pursuant to which Seller is not yet in default, and (ii) which are not such as would or will materially interfere with the ownership, operation, use, value, or sale of the Interests or the Production;

(g) Rights reserved to or vested in any municipality, governmental, statutory, or public authority to control or regulate any of the Interests or the Production in any manner, and all applicable laws, rules, and orders of governmental and tribal authorities; provided that such rights do not have a materially adverse effect on the ownership, operation, use, value, or sale of the Interests or the Production; and

(h) Preferential rights to purchase and required third party consents to assignments and similar agreements with respect to which (i) written waivers or consents have been obtained from the appropriate parties or (ii) the contractual time periods for asserting such rights have expired without an exercise of such rights.

With respect to the Interests and the Production, except for the "Special Warranty" (as that term is used in the Agreement and as that term is hereinafter defined) and except for the warranties and representations which survive the closing of the transaction contemplated by the Agreement which are enumerated in Article W of the Agreement, this Assignment and Bill of Sale is made without warranty of title, either express or implied. Assignor binds itself and its successors and assigns to warrant and defend title to the Interests and the Production unto Assignee, its successors and assigns, under a "Special Warranty", which term, as used in the Agreement and herein, means that Assignor warrants title to the Leases assigned to the respective proration units surrounding each of the Wells, as well as the undeveloped portions of the Leases, against the claims and demands of all persons lawfully claiming the

same by, through, or under Assignor, but not otherwise, subject to the Permitted Encumbrances, so that the interests in the Leases so warranted shall entitle Assignee, its successors and assigns, to receive not less than that share of production (and the proceeds from the sales of such production) from each of the Wells as is equal to the respective "Net Revenue Interests" for each of the Wells which are set forth on Exhibit "A-1" hereto, and shall obligate Assignee, its successors and assigns, to bear and pay not more than the respective shares of the costs and expenses of operating each of the Wells as is equal to the respective "Cost-bearing Interests" for each of the Well's units which are set forth on Exhibit "A-1" hereto (unless there is a corresponding, proportionate increase in the respective net revenue interests attributable thereto); provided, however, Assignor shall subrogate Assignee to any warranty claim which Assignor may have against any third party, prior owner, vendor, or assignor provided further, however, the term "Special Warranty" as used in the Agreement and herein means that Assignee shall not look to Assignor on any matter affecting title to the Interests or the Production which occurred prior to the respective effective dates on which Assignor acquired title to the Interests and the Production.

With respect to the Equipment, this Assignment and Bill of Sale is executed WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PURPOSE AND, EXCEPT FOR THE "SPECIAL WARRANTY" (AS THAT TERM IS HEREINABOVE DEFINED), WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL HAVE INSPECTED THE EQUIPMENT AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE EQUIPMENT IN AN "AS IS, WHERE IS" CONDITION.

The terms and provisions of this Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of Assignor and Assignee, their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 29th day of September, 1989, but shall be effective as of March 1, 1989, at 12:01 a.m., Mountain Standard Time.

ASSIGNEE:

ENRON OIL & GAS COMPANY

By: D. Weaver
Title: Agent and Attorney-in-Fact

ASSIGNOR:

MM&S PARTNERS

By: Robert L. Mehl
Title: Managing General Partner

ASSIGNOR:

WESTERN OIL PARTNERS

By: Robert L. Mehl
Title: Managing General Partner

Robert L. Mehl, Attorney-in-Fact for
Jordan R. Smith

Patrick D. Maher

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of September, 1989, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

5-17-92
My Commission Expires

Notary Public
Cheryl A. Haugen
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of September, 1989, by Robert L. Mehl as Managing General Partner of MM&S Partners.

Witness my hand and official seal.

5-17-92
My Commission Expires

Notary Public
Cheryl A. Haugen
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of September, 1989, by Robert L. Mehl as Managing General Partner of Western Oil Partners.

Witness my hand and official seal.

5-17-92
My Commission Expires

Notary Public
Cheryl A. Haugen
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of September, 1989, by Robert L. Mehl, Attorney-in-Fact for Jordan R. Smith.

Witness my hand and official seal.

5-17-92
My Commission Expires

Notary Public
Cheryl A. Haugen
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of September, 1989, by Patrick D. Maher.

Witness my hand and official seal.

5-17-92
My Commission Expires

Notary Public
Cheryl A. Haugen
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

2990H

EXHIBIT A

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated September 29, 1989, by and between MM&S Partners, Western Oil Partners, Patrick D. Maher, and Jordan R. Smith, as Assignors, and Enron Oil & Gas Company, as Assignee.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-34033	Robert W. David	5/1/72	Township 27 North, Range 111 West, 6th P.M. Section 29: NE/4NE/4 Containing 40 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	13.440000% WI 4.247800% WI 2.313000% WI
USA - W-35398	Helen M. Donaldson	7/1/72	Township 27 North, Range 111 West, 6th P.M. Section 8: SW/4NE/4 Section 17: NE/4 Containing 200 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to the base of the stratigraphic equivalent of 11,391 feet as penetrated by the Federal #10-5 well located in the NW/4 of Section 5, T27N R111W, 6th P.M., Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	10.080000% WI 3.185880% WI 1.734720% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-35399	John I. Weston	7/1/72	Township 27 North, Range 111 West, 6th P.M. Section 15: N/2 Containing 320 acres, more or less. Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	16.800000% WI 5.309800% WI 2.891200% WI
USA - W-36422	Jean D. True	10/1/72	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 22: N/2 Section 25: W/2, SE/4 All depths. Containing 800 acres, more or less, Sublette County, Wyoming. TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 23: All Section 26: All Limited to all depths below the base of the stratigraphic equivalent of 5500 feet. Containing 1280 acres, more or less, Sublette County, Wyoming.	TRACT I: AND TRACT II: MM&S Partners Patrick D. Maher Jordan R. Smith	 10.080000% WI 3.185880% WI 1.734720% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-51347	Ada Wood	8/1/75	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 5: NW/4 TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 5: SW/4 Section 6: S/2NE/4, SE/4 Section 7: NE/4 Section 8: NW/4, N/2SW/4 All of the above containing 960 acres, more or less, Sublette County, Wyoming. All of the above is limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,391 feet as penetrated by the Federal #10-5 well located in the NW/4 of Section 5, T27N-R111W, 6th P.M., Sublette County, Wyoming.	TRACT I: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II: MM&S Partners Patrick D. Maher Jordan R. Smith	 16.800000% WI 5.309800% WI 2.891200% WI 10.080000% WI 3.185880% WI 1.734720% WI
USA - W-54136	Sam V. Morse	4/1/76	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 14: All TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 15: SW/4	TRACT I: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II: MM&S Partners Patrick D. Maher Jordan R. Smith	 10.080000% WI 3.185880% WI 1.734720% WI 16.800000% WI 5.309800% WI 2.891200% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-54136 continued)			TRACT III: Township 27 North, Range 111 West, 6th P.M. Section 15: SE/4 All of the above containing 960 acres, more or less, Sublette County, Wyoming. All of the above limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,694 feet being the deepest depth drilled in the Federal #30-15 well located in Section 15, T27N-R111W, 6th P.M., Sublette County, Wyoming.	TRACT III: MM&S Partners Patrick D. Maher Jordan R. Smith	 16.800000% WI 3.185880% WI 1.734720% WI
USA - W-54137	CIG Exploration	11/1/71	Township 27 North, Range 111 West, 6th P.M. Section 20: NE/4 Containing 160 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-20 well located in the NE/4 of Section 20, T27N-R111W, 6th P.M., Sublette County, Wyoming.	MM&S Partners	3.113174% WI BPO 1.867900% WI APO
USA - W-58724	John P. Cuccia	5/1/77	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 19: Lots 1,2,3,4, E/2W/2, W/2SE/4 Section 30: Lots 1,2,3, E/2, E/2W/2 Containing 933.53 acres, more or less, Sublette County, Wyoming.	TRACT I: Western Oil Partners	 21.250000% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-58724 continued)			TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 19: SW/4NE/4 Containing 40 acres, more or less, Sublette County, Wyoming. DEPTH A: Limited in depth from the surface of the earth down to the stratigraphic equivalent of 10,185 feet being the total depth drilled in the Amoco AH-1 well (a/k/a Federal 20-19 well) located in the NE/4 of Section 19, T27N-R111W, Sublette County, Wyoming. DEPTH B: All depths below Depth A.	TRACT II: DEPTH A: Western Oil Partners	5.5% x 21.25% = 1.168750% ORRI BPO 10.625000% WI APO
				DEPTH B: Western Oil Partners	21.250000% WI
USA - W-59776	Dorothy Langley	9/1/77	Township 27 North, Range 111 West, 6th P.M. Section 20: NE/4SW/4 Containing 40 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9800 feet as encountered in the Federal #30-20 well located in the SW/4 of Section 20, T27N-R111W, 6th P.M., Sublette County, Wyoming.	DEPTH A: MM&S Partners	.236274% ORRI BPO 3.937900% WI APO
				DEPTH B: MM&S Partners	7.875800% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-59776 continued)			DEPTH B: All depths below Depth A.		
USA - W-62117	R. Ken Williams	2/1/78	Township 27 North, Range 111 West, 6th P.M. Section 28: NW/4, N/2SW/4, SE/4SW/4 Containing 280 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to a depth of 10,305 feet.	MM&S Partners J.R. Smith	24.083300% WI .305600% WI
USA - W-62508	R.L. Billings	11/1/78	Township 27 North, Range 111 West, 6th P.M. Section 29: W/2NE/4, SE/4NE/4, W/2, SE/4 Containing 600 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	16.800000% WI 5.309800% WI 2.891200% WI
USA - W-62791	Robert W. Myers	5/1/78	TRACT I: Township 28 North, Range 112 West, 6th P.M. Section 25: E/2 of Lot 1, Lots 3,4,6,7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 TRACT II: Township 28 North, Range 111 West, 6th P.M. Section 31: Lots 1,2,3,4, E/2W/2, W/2SE/4	TRACT I: MM&S Partners TRACT II: DEPTH A: MM&S Partners	 7.041900% WI 7.041900% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-62791 continued)			All of the above containing 659.12 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to 100 feet below the base of the Bear River Formation. DEPTH B: From 100 feet below the base of the Bear River Formation down to the stratigraphic equivalent of 11,200 feet as drilled in the Figure Four Canyon #6-31 well located in the NE/4 of Section 31, T28N-R111W, 6th P.M., Sublette County, Wyoming. DEPTH C: All depths below Depth B.	DEPTH B: MM&S Partners DEPTH C: MM&S Partners	2.112570% WI 7.041900% WI
USA - W 62805	Energetics, Inc.	4/1/78	Township 27 North, Range 111 West, 6th P.M. Section 30: Lot 4 Containing 31.43 acres, more or less, Sublette County, Wyoming.	Western Oil Partners	21.250000% WI
USA - W-63490	Superior Oil	6/1/78	Township 27 North, Range 111 West, 6th P.M. Section 32: Lot 2, NW/4, N/2SW/4 Containing 269.65 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to a depth of 9,786 feet.	MM&S Partners	17.785000% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-63821	James M. Turlington	7/1/78	Township 27 North, Range 111 West, 6th P.M. Section 32: Lots 3,4, NE/4, N/2SE/4 Containing 299.86 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	16.800000% WI 5.309800% WI 2.891200% WI
USA - W-67808	Houston G. Williams	6/1/79	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 6: N/2NE/4 Section 7: SE/4 Containing 240 acres, more or less, Sublette County, Wyoming.	TRACT I: MM&S Partners Patrick D. Maher Jordan R. Smith	 16.800000% WI 5.309800% WI 2.891200% WI
			TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 19: E/2SE/4 Containing 80 acres, more or less, Sublette County, Wyoming.	TRACT II: MM&S Partners	 17.840600% WI
			TRACT III: Township 27 North, Range 111 West, 6th P.M. Section 18: E/2NE/4 Containing 80 acres, more or less, Sublette County, Wyoming.	TRACT III: DEPTH A: MM&S Partners	 .535218% ORRI BPO 8.920300% WI APO
			DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9942 feet, being the total depth drilled in the Amoco AJ-1 (a/k/a Federal 20-18) well located in the NE/4 of said Section 18.	DEPTH B: MM&S Partners	 17.840600% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-67808 continued)			DEPTH B: All depths below Depth A.		
			TRACT IV: Township 27 North, Range 111 West, 6th P.M. Section 18: E/2SE/4 Containing 80 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9869 feet, being the total depth drilled in the Amoco AG-1 (a/k/a Federal 40-18) well located in the SE/4 of said Section 18.	TRACT IV: DEPTH A: MM&S Partners	.535218% ORRI BPO 8.920300% WI APO
				DEPTH B: MM&S Partners	17.840600% WI
			DEPTH B: All depths below Depth A.		
			TRACT V: Township 27 North, Range 111 West, 6th P.M. Section 19: E/2NE/4 Containing 80 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 10,185 feet, being the total depth drilled in the Amoco AH-1 (a/k/a Federal 20-19) well located in the NE/4 of said Section 19.	TRACT V: DEPTH A: MM&S Partners	.535218% ORRI BPO 8.920300% WI APO
				DEPTH B: MM&S Partners	17.840600% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-67808 continued)			DEPTH B: All depths below Depth A.		
USA - W-68116	Frederick Fitzhugh	7/1/79	TRACT I: Township 26 North, Range 111 West, 6th P.M. Section 4: SW/4 Containing 160 acres, more or less, Sublette County, Wyoming. TRACT II: Township 26 North, Range 111 West, 6th P.M. Section 4: Lots 1,2,3,4, S/2N/2, SE/4 Section 10: S/2N/2 Containing 639.75 acres, more or less, Sweetwater County, Wyoming.	TRACT I: MM&S Partners TRACT II: MM&S Partners	.981240% ORRI BPO 7.875800% WI APO 7.875800% WI
USA - W-68117	Ole M. Hanson	7/1/79	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 8: S/2SW/4 Section 17: W/2 Containing 400 acres, more or less, Sublette County, Wyoming. TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 20: SE/4, NW/4	TRACT I: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II: MM&S Partners	16.800000% WI 5.309800% WI 2.891200% WI 7.875800% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-68117 continued)			Containing 320 acres, more or less, Sublette County, Wyoming. TRACT III: Township 27 North, Range 111 West, 6th P.M. Section 20: NW/4SW/4, S/2SW/4 Containing 120 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9800 feet as encountered in the Federal #30-20 well located in the SW/4 of Section 20, T27N-R111W, 6th P.M., Sublette County, Wyoming. DEPTH B: All depths below Depth A.	TRACT III: DEPTH A: MM&S Partners	.236274% ORRI BPO 3.937900% WI APO
				DEPTH B: MM&S Partners	7.875800% WI
USA - W-68454	Edward H. Judson	9/1/79	Township 27 North, Range 111 West, 6th P.M. Section 28: SW/4SW/4 Containing 40 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to a depth of 10,306 feet.	MM&S Partners J.R. Smith	24.083300% WI .305600% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
Daniel E. Chapel	James A. Erickson	3/7/81	TRACT I: Township 28 North, Range 112 West, 6th P.M. Section 24: Lots 9,11, SE/4SW/4 Section 25: Lot 5 Section 26: Lots 1,7, and all that part of the Green River riparian thereto All Depths.	TRACT I: MM&S Partners	7.041900% WI
			TRACT II: Township 28 North, Range 112 West, 6th P.M. Section 25: Lot 2, N/2NW/4, SE/4NW/4 DEPTH A: From the surface down to the stratigraphic equivalent of 9,827 feet as encountered in the Chapel 10-25 well located in the NW/4 of Section 25, T28N-R112W, 6th P.M., Sublette County, Wyoming. DEPTH B: All depths below Depth A. All of the above containing 295.27 acres, more or less, Sublette County, Wyoming.	TRACT II: DEPTH A: MM&S Partners DEPTH B: MM&S Partners	.211257% ORRI BPO 3.520950% WI A/O 7.041900% WI
The First National Bank of Kemmerer, as Trustee of The Fear Family Trust	Thomas F. Stoock	12/29/72	TRACT I: Township 28 North, Range 112 West, 6th P.M. Section 24: Lots 9,11, SE/4SW/4 Section 25: Lot 5 Section 26: Lots 1, and 7 All Depths.	TRACT I: MM&S Partners	4.225140% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(Fear Family Trust lease continued)			TRACT II: Township 28 North, Range 112 West, 6th P.M. Section 25: Lot 2, N/2NW/4, SE/4NW/4 DEPTH A: From surface down to the stratigraphic equivalent of 9,827 feet as encountered in the Chapel 10-25 well located in the NW/4 of Section 25, T28N R112W, 6th P.M., Sublette County, Wyoming. DEPTH B: All depths below Depth A. All of the above containing 295.27 acres, more or less, Sublette County, Wyoming.	TRACT II: DEPTH A: MM&S Partners .126754% ORRI BPO 2.112570% WI APO DEPTH B: MM&S Partners 4.225140% WI
USA - W-1316	Estelle Woll	10/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 27: SW/4NE/4, SW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 27: N/2NE/4, SE/4NE/4 Section 28: S/2NE/4, SW/4 All of the above containing 560 acres, more or less, Sweetwater County, Wyoming.	TRACT I, DEPTH A: MM&S Partners 19.737675% WI Patrick D. Maher 4.516965% WI Jordan R. Smith 2.459194% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.470425% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-1316 continued)			DEPTH A: From the surface down to the base of the 2nd Frontier formation, being the stratigraphic equivalent of 9,731 feet as encountered in the LMU II #2 well located in the NE/4SW/4 of Section 27, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-1317	Estelle Wolf	10/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 27: NE/4NW/4, S/2NW/4, SE/4 Section 28: E/2SE/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 27: NW/4NW/4 Section 28: W/2SE/4, S/2NW/4 All of the above containing 560 acres more or less, Sweetwater County, Wyoming.	TRACT I, DEPTH A: MM&S Partners 19.737675% WI Patrick D. Maher 4.516965% WI Jordan R. Smith 2.459194% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.470425% WI TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI

LESSOP	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-1317 continued)			DEPTH A: From the surface down to the base of the 2nd Frontier formation, being the stratigraphic equivalent of 9,731 feet as encountered in the LMU II #2 well. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-2096	ABKO, Inc.	11/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 10: E/2NE/4 Section 11: W/2NW/4, SE/4NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 10: E/2SE/4 Section 11: SW/4 TRACT III: Township 25 North, Range 111 West, 6th P.M. Section 14: NW/4	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.466375% WI TRACT III, DEPTHS A & B: MM&S Partners 19.237500% WI Patrick D. Maher 4.402500% WI Jordan R. Smith 2.396875% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-2096 continued)			All of the above containing 600 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH C: TRACT II, DEPTH C: TRACT III, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-2686	Joyce Wolf	12/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 26: W/2NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 26: E/2NW/4, S/2NE/4 All of the above containing 240 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation.	TRACT I, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.470425% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.520645% WI TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-2686 continued)			DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W 5582	Estelle Wolf	5/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 10: E/2NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 10: W/2SW/4, W/2SE/4 All of the above containing 240 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M. Sweetwater County, Wyoming.	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT II: DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.466375% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .7190636% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-5582 continued)			DEPTH C: All depths not included in Depths A & B.	
USA - W-6738	Estelle Wolf	7/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 12: N/2 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 12: S/2 All of the above containing 640 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.466375% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-6739	James F. LaCoy	7/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 21: W/2SW/4, SE/4, S/2NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 21: E/2NE/4, N/2NW/4 All of the above containing 480 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners Patrick D. Maher Jordan R. Smith	 13.851000% WI 3.169800% WI 2.470425% WI 13.851000% WI 3.169800% WI 2.520645% WI 13.851000% WI 3.169800% WI 1.725750% WI 5.771250% WI 1.320750% WI .719063% WI
USA - W-6739-A	James F. LaCoy	7/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 22: SW/4, W/2SE/4	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith	 13.851000% WI 3.169800% WI 2.470425% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-6739-A continued)			TRACT II Township 25 North, Range 111 West, 6th P.M. Section 22: NE/4, E/2NW/4 All of the above containing 480 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.520645% WI TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-32472	Don J. Leeman	1/1/72	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 14: S/2 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 23: N/2 TRACT III: Township 25 North, Range 111 West, 6th P.M. Section 23: SW/4	TRACT I, DEPTHS A & B: MM&S Partners 19.237500% WI Patrick D. Maher 4.402500% WI Jordan R. Smith 2.396875% WI TRACT II, DEPTH B: TRACT III, DEPTH B: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 1.598983% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-32472 continued)			All of the above containing 800 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	TRACT II, DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.244603% WI TRACT III, DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.247978% WI
USA - W-36420 320	UV Industries, Inc.	10/1/72	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 26: SE/4, NE/4SW/4, S/2SW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 26: NW/4SW/4 All of the above containing 320 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.835000% WI TRACT II, DEPTH A: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.995856% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
USA - W-51666	Sherrie R. Strange	9/1/75	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 22: E/2SE/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 22: W/2NW/4 All of the above containing 160 acres, more or less, Sweetwater County, Wyoming. Limited in depth from the surface down to the stratigraphic equivalent of 9509 feet as encountered in the LMU Federal #1 22 well located in the SE/4NW/4 of Section 22, T25N-R111 West, 6th P.M., Sweetwater County, Wyoming.	TRACT I: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith 1.147312% WI TRACT II: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith 1.166043% WI
USA - W-52072	Dorothy G. Hamilton	10/1/75	Township 25 North, Range 111 West, 6th P.M. Section 13: N/2 Containing 320 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.244603% WI DEPTH B: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 1.598981% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
USA - W-52074-A	Kathryn E. Finley	10/1/75	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 14: NE/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 11: E/2SE/4 All of the above containing 240 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	TRACT I, DEPTHS A & B: MM&S Partners 19.237500% WI Patrick D. Maher 4.402500% WI Jordan R. Smith 2.396875% WI TRACT II, DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.244603% WI TRACT II, DEPTH B: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 1.598983% WI
USA - W-61043	Energetics, Inc.	11/1/77	Township 25 North, Range 111 West, 6th P.M. Section 26: N/2NE/4 Containing 80 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	DEPTH A: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.955600% WI DEPTH B: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.835000% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-31553	Lois Ann Cummings	11/1/71	Township 25 North, Range 111 West, 6th P.M. Section 34: All Containing 640 acres, more or less, Sweetwater County, Wyoming. Limited in depth from the surface down to the stratigraphic equivalent of 9,475 feet.	MM&S Partners	15.575000% WI
State of Wyoming 67-10888	Esther Chorney	11/2/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 16: N/2 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 16: S/2 All of the above containing 640 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming.	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners Patrick D. Maher Jordan R. Smith	 12.312000% WI 2.817600% WI 2.400967% WI 12.312000% WI 2.817600% WI 2.397865% WI 12.312000% WI 2.817600% WI 1.534000% WI

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EXHIBIT "A"

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A", BUYER AND SELLER STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A" TO DESCRIBE ALL OF SELLER'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUBDIVISIONS:

Township 25 North, Range 111 West
Township 26 North, Range 111 West, Sections 4 and 10 only
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Township 28 North, Range 111 West
Township 28 North, Range 112 West
Sublette County, Wyoming

EXCLUDING ANY INTEREST OWNED BY SELLER IN THE FOLLOWING LANDS:

Township 25 North, Range 111 West
Sections 18 and 29
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Sections 9, 16, and 33
Township 28 North, Range 111 West
Sections 20, 29, and 32
Township 28 North, Range 112 West
Section 35
Sublette County, Wyoming

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EXHIBIT "A-1"

Attached to and made a part of that certain
Assignment, Bill of Sale, and Conveyance dated September 29, 1989,
but effective March 1, 1989,
by and between MM&S Partners, Jordan R. Smith, Patrick D. Maher,
and Western Oil Partners, as "Assignor",
and
Enron Oil & Gas Company, as "Assignee"

"WELLS"

BIRD CANYON PROPERTY

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Chapel 10-25	NW/4 Section 25 T28N-R112W Sublette County, WY	BEFORE PAYOUT: MM&S = 0% AFTER PAYOUT: MM&S = 2.816760%	BEFORE PAYOUT: MM&S = 0.1690060% ORRI AFTER PAYOUT: MM&S = 2.3555155%
Figure Four 7-31	SE/4 Section 31 T28N-R111W Sublette County, WY	MM&S = 3.52095% (after 200% non-consent)	MM&S = 2.834365% (after 200% non-consent)
Energetics 30-31	SW/4 Section 31 T28N-R111W Sublette County, WY	MM&S = 7.04190%	MM&S = 5.668730%
Energetics 10-5	NW/4 Section 5 T27N-R111W Sublette County, WY	BEFORE PAYOUT: MM&S = 16.80000% Maher = 5.30980% Smith = 2.89120% 25.00100% AFTER PAYOUT: MM&S = 10.80000% Maher = 3.18588% Smith = 1.73472% 15.72060%	BEFORE PAYOUT: MM&S = 13.314000% Maher = 4.208020% Smith = 2.291280% 19.813300% AFTER PAYOUT: MM&S = 8.064000% Maher = 2.548704% Smith = 1.387776% 12.000480%
Energetics 40-6	SE/4 Section 6 T27N-R111W Sublette County, WY	MM&S = 11.76000% Maher = 3.71690% Smith = 2.02380% 17.50070%	MM&S = 9.408068% Maher = 2.973520% Smith = 1.619040% 14.000628%
Energetics 20-7	NE/4 Section 7 T27N-R111W Sublette County, WY	MM&S = 13.44000% Maher = 4.24784% Smith = 2.31296% 20.00080%	MM&S = 10.231200% Maher = 3.233640% Smith = 1.760770% 15.225610%
Energetics 40-7	SE/4 Section 7 T27N-R111W Sublette County, WY	MM&S = 13.44000% Maher = 4.24784% Smith = 2.31296% 20.00080%	MM&S = 10.164000% Maher = 3.212429% Smith = 1.749176% 15.125605%
Energetics 10-8	NW/4 Section 8 T27N-R111W Sublette County, WY	MM&S = 11.76000% Maher = 3.71690% Smith = 2.02380% 17.50070%	MM&S = 9.408000% Maher = 2.973520% Smith = 1.619040% 14.000560%

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-8	SW/4 Section 8 T27N-R111W Sublette County, WY	MM&S = 11.76000% Maher = 3.71690% Smith = 2.02380% --------- 17.50070%	MM&S = 9.324000% Maher = 2.946940% Smith = 1.604620% ---------- 13.875560%
Energetics 30-15	SW/4 Section 15 T27N-R111W Sublette County, WY	BEFORE PAYOUT: MM&S = 16.80000% Maher = 5.30980% Smith = 2.89120% --------- 25.00100% AFTER PAYOUT: MM&S = 13.44000% Maher = 4.24780% Smith = 2.31296% --------- 20.00076%	AFTER PAYOUT: MM&S = 13.083000% Maher = 4.135010% Smith = 2.251520% ---------- 19.469530% AFTER PAYOUT: MM&S = 10.819200% Maher = 3.419459% Smith = 1.861933% ---------- 16.100592%
Energetics 10-17	NW/4 Section 17 T27N-R111W Sublette County, WY	MM&S = 16.80000% Maher = 5.30980% Smith = 2.89120% --------- 25.00100%	MM&S = 13.524000% Maher = 4.274390% Smith = 2.327420% ---------- 20.125810%
Energetics 20-17	NE/4 Section 17 T27N-R111W Sublette County, WY	MM&S = 10.08000% Maher = 3.18588% Smith = 1.73472% --------- 15.00060%	MM&S = 8.013600% Maher = 2.532780% Smith = 1.379100% ---------- 11.925480%
Energetics 30-17	SW/4 Section 17 T27N-R111W Sublette County, WY	MM&S = 16.80000% Maher = 5.30980% Smith = 2.89120% --------- 25.00100%	MM&S = 13.524000% Maher = 4.274390% Smith = 2.327420% ---------- 20.125810%
Amoco AJ-1	NE/4 Section 18 T27N-R111W Sublette County, WY	MM&S = 0% (BPO) MM&S = 4.46015% (APO)	MM&S = 0.267609% (ORRI BPO) MM&S = 3.478917% (APO)
Amoco AG-1	SE/4 Section 18 T27N-R111W Sublette County, WY	MM&S = 0% (BPO) MM&S = 4.46015% (APO)	MM&S = 0.267609% (ORRI BPO) MM&S = 3.478917% (APO)
Amoco AH-1	NE/4 Section 19 T27N-R111W Sublette County, WY	MM&S = 0% (BPO) W Oil = 0% (BPO) MM&S = 4.46015% (APO) W Oil = 2.65625% (APO) -------- 7.11640%	MM&S = 0.267609% (ORRI BPO) W Oil = 0.292187% (ORRI BPO) --------- 0.559796% MM&S = 3.478917% (APO) W Oil = 2.138281% (APO) --------- 5.617198%

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 10-19	NW/4 Section 19 T27N-R111W Sublette County, WY	W Oil = 21.25000%	W Oil = 17.106250%
Energetics 10-20	NW/4 Section 20 T27N-R111W Sublette County, WY	MM&S = 7.87580%	MM&S = 6.340010%
Energetics 20-20	NE/4 Section 20 T27N-R111W Sublette County, WY	MM&S = 4.871853%	MM&S = 3.921800%
Energetics 30-20	SW/4 Section 20 T27N-R111W	MM&S = 0% BPO	MM&S = 0.236274% (ORRI BPO)
	Sublette County, WY	MM&S = 3.93790% (APO)	MM&S = 3.170010% (APO)
Energetics 40-20	SE/4 Section 20 T27N-R111W Sublette County, WY	MM&S = 3.93790%	MM&S = 3.101100%
True 10-22	NW/4 Section 22 T27N-R111W Sublette County, WY	MM&S = 16.43570% Maher = 3.18590% Smith = 2.82850% --------- 22.45010%	MM&S = 13.734740% Maher = 2.723910% Smith = 2.363680% ---------- 18.822360%
Energetics 10-28	NW/4 Section 28 T27N-R111W Sublette County, WY	MM&S = 24.08330% Smith = 0.30560% --------- 24.38890%	MM&S = 17.821640% Smith = 0.226144% ---------- 18.047784%
Energetics 30-28	SW/4 Section 28 T27N-R111W Sublette County, WY	MM&S = 24.08330% Smith = 0.30560% --------- 24.38890%	MM&S = 17.821640% Smith = 0.226144% ---------- 18.047784%
Energetics 10-29	NW/4 Section 29 T27N-R111W Sublette County, WY	MM&S = 16.80000% Maher = 5.30980% Smith = 2.89120% --------- 25.00100%	MM&S = 13.524000% Maher = 4.274390% Smith = 2.327420% ---------- 20.125810%
Energetics 20-29	NE/4 Section 29 T27N-R111W Sublette County, WY	MM&S = 16.38000% Maher = 5.17706% Smith = 2.81892% --------- 24.37598%	MM&S = 13.269900% Maher = 4.194080% Smith = 2.283690% ---------- 19.747670%
Energetics 40-29	SE/4 Section 29 T27N-R111W Sublette County, WY	MM&S = 16.38000% Maher = 5.17706% Smith = 2.81892% --------- 24.37598%	MM&S = 13.269900% Maher = 4.194080% Smith = 2.283690% ---------- 19.747670%
Energetics 10-30	NW/4 Section 30 T27N-R111W Sublette County, WY	W Oil = 21.25000%	W Oil = 17.106250%
Energetics 40-30	SE/4 Section 30 T27N-R111W Sublette County, WY	W Oil = 21.25000%	W Oil = 17.106250%

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 10-32	NW/4 Section 32 T27N-R111W Sublette County, WY	MM&S = 17.78500%	MM&S = 13.160900%
Energetics 40-32	SE/4 Section 32 T27N-R111W Sublette County, WY	MM&S = 16.80000% Maher = 5.30980% Smith = 2.89120% 25.00100%	MM&S = 13.524000% Maher = 4.274390% Smith = 2.327420% 20.125810%
Energetics 30-4	SW/4 Section 4 T26N-R111W Sweetwater County, WY	MM&S = 0% BPO MM&S = 7.87580% (APO)	MM&S = 0.981240% (ORRI BPO) MM&S = 6.340000% (APO)

LITTLE MONUMENT PROPERTY

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-10	SW/4 Section 10 T25N-R111W Sweetwater County, WY	MM&S = 10.388200% Maher = 2.377300% Smith = 2.288250% 15.053750%	MM&S = 8.3701925% Maher = 1.9154840% Smith = 1.8356890% 12.1213655%
Energetics 30-11	SW/4 Section 11 T25N-R111W Sweetwater County, WY	MM&S = 16.259535% Maher = 3.720993% Smith = 2.647930% 22.628458%	MM&S = 7.3381440% Maher = 1.6793340% Smith = 1.4216360% 10.4391140%
Energetics 20-13	NE/4 Section 13 T25N-R111W Sweetwater County, WY	MM&S = 11.542580% Maher = 2.641500% Smith = 2.329102% 16.513182%	MM&S = 9.2340000% Maher = 2.1132000% Smith = 1.8322530% 13.1794530%
LMU II 23-14	SW/4 Section 14 T25N-R111W Sweetwater County, WY	MM&S = 19.237500% Maher = 4.402550% Smith = 2.397200% 26.037250%	MM&S = 14.4642000% Maher = 3.3101670% Smith = 1.8023900% 19.5767570%
Energetics 20-16	NE/4 Section 16 T25N-R111W Sweetwater County, WY	MM&S = 12.312100% Maher = 2.817600% Smith = 2.485440% 17.615140%	MM&S = 10.048227% Maher = 2.299536% Smith = 1.981685% 14.329448%
Energetics 30-16	SW/4 Section 16 T25N-R111W Sweetwater County, WY	MM&S = 12.312100% Maher = 2.817600% Smith = 2.482340% 17.612040%	MM&S = 10.048227% Maher = 2.299536% Smith = 1.979204% 14.326967%
Energetics 20-21	NE/4 Section 21 T25N-R111W Sweetwater County, WY	MM&S = 10.388200% Maher = 2.377300% Smith = 1.953900% 14.719400%	MM&S = 8.229182% Maher = 1.883213% Smith = 1.517073% 11.629468%

EXHIBIT "A-1"

"WELLS"

LITTLE MONUMENT PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
LMU II 30-21	SE/4 Section 21 T25N-R111W Sweetwater County, WY	MM&S = 14.454536% Maher = 3.307919% Smith = 2.307967% 20.070422%	MM&S = 11.699366% Maher = 2.677400% Smith = 1.846660% 16.223426%
Energetics 20-22	NE/4 Section 22 T25N-R111W Sweetwater County, WY	MM&S = 11.831200% Maher = 2.707500% Smith = 2.256494% 16.795194%	MM&S = 9.491806% Maher = 2.172139% Smith = 1.772732% 13.436677%
Energetics 30-22	SW/4 Section 22 T25N-R111W Sweetwater County, WY	MM&S = 14.454535% Maher = 3.307918% Smith = 2.337974% 20.100427%	MM&S = 11.699373% Maher = 2.677400% Smith = 1.870403% 16.247176%
Energetics 20-23	NE/4 Section 23 T25N-R111W Sweetwater County, WY	MM&S = 11.542444% Maher = 2.641444% Smith = 2.329186% 16.513074%	MM&S = 8.656833% Maher = 1.980000% Smith = 1.746890% 12.383723%
Energetics 30-23	SW/4 Section 23 T25N-R111W Sweetwater County, WY	MM&S = 12.696700% Maher = 2.905700% Smith = 2.443839% 18.046239%	MM&S = 10.243925% Maher = 2.344375% Smith = 1.926621% 14.514921%
Energetics 20-26	NE/4 Section 26 T25N-R111W Sweetwater County, WY	MM&S = 18.083300% Maher = 4.138400% Smith = 2.942700% 25.164400%	MM&S = 15.095710% Maher = 3.454685% Smith = 2.388572% 20.938967%
LMU II 20-27	NE/4 Section 27 T25N-R111W Sweetwater County, WY	MM&S = 14.454536% Maher = 3.307919% Smith = 2.307967% 20.070422%	MM&S = 11.699366% Maher = 2.677399% Smith = 1.846660% 16.223425%
LMU II 20-28	NE/4 Section 28 T25N-R111W Sweetwater County, WY	MM&S = 14.454536% Maher = 3.307919% Smith = 2.307967% 20.070422%	MM&S = 11.699366% Maher = 2.677399% Smith = 1.846660% 16.223425%
LMU II 30-28	SW/4 Section 28 T25N-R111W Sweetwater County, WY	MM&S = 13.694087% Maher = 3.133891% Smith = 2.136972% 18.964950%	MM&S = 11.125200% Maher = 2.546009% Smith = 1.723241% 15.394450%
LMU II #2	SW/4 Section 27 T25N-R111W Sweetwater County, WY	MM&S = 16.309863% Maher = 3.704948% Smith = 2.482947% 22.497758%	MM&S = 13.227613% Maher = 3.004947% Smith = 1.992048% 18.224608%

EXHIBIT "A-1"

"WELLS"

LITTLE MONUMENT PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-12	SW/4 Section 12 T25N-R111W Sweetwater County, WY	MM&S = 13.851000% Maher = 3.169800% Smith = 2.466375% 19.487175%	MM&S = 11.465550% Maher = 2.623890% Smith = 2.031120% 16.120560%
Lincoln Road #8	All Section 34 T25N-R111W Sweetwater County, WY	BEFORE PAYOUT: MM&S = 15.575000% AFTER PAYOUT: MM&S = 10.383300%	BEFORE PAYOUT: MM&S = 12.343190% AFTER PAYOUT: MM&S = 8.566250%

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A-1", BUYER AND SELLER STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A-1" TO DESCRIBE ALL OF SELLER'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUBDIVISIONS:

Township 25 North, Range 111 West
Township 26 North, Range 111 West, Sections 4 and 10 only
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Township 28 North, Range 111 West
Township 28 North, Range 112 West
Sublette County, Wyoming

EXCLUDING ANY INTEREST OWNED BY SELLER IN THE FOLLOWING LANDS:

Township 25 North, Range 111 West
Sections 18 and 29
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Sections 9, 16, and 33
Township 28 North, Range 111 West
Sections 20, 29, and 32
Township 28 North, Range 112 West
Section 35
Sublette County, Wyoming

2989H

330

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale dated September 29, 1989, but effective as of March 1, 1989, by and between MM&S Partners, et al., as Assignor, and Enron Oil & Gas Company, as Assignee.

BIRD CANYON CONTRACTS

1.) Sales Agreement dated 12/21/77 by and between Energetics, Inc., as Seller, and Western Oil Partners, as Purchaser. (W-58724)

2.) Sales Agreement dated 12/21/77 by and between Energetics, Inc., as Seller, and Lafayette Development Partnership, as Purchaser. (W-58724)

3.) Sales Agreement dated 12/21/77 by and between Energetics, Inc., as Seller, and Energetics '77 Limited Partnership, as Purchaser. (W-58724)

4.) Communitization Agreement NRM-1704, approved 6/20/79 to be effective 3/1/79, covering the W/2 of Section 30, T27N-R111W 6th P.M. (W-62875 and W-58724; Federal #10-30 well)

5.) Farmout Contract dated 10/4/83, as amended and as ratified, by and between Energetics, Inc., as Farmor, and Amoco Production Company, as Farmee. (W-67808 and W-58724)

6.) Communitization Agreement approved 8/14/87, to be effective 3/1/84, covering the NE/4 of Section 19, T27N-R111W. (W-67808 and W-58724; Amoco AH#1 well)

7.) Communitization Agreement approved 8/14/87, to be effective 3/1/84, covering the SE/4 of Section 18, T27N-R111W. (W-67808 and W-44283; Amoco AG#1 well)

8.) Communitization Agreement approved 8/14/87, to be effective 3/1/84, covering the NE/4 of Section 18, T27N-R111W. (W-67808 and W-44283; Amoco AJ#1 well)

9.) Farmout Agreement dated 11/3/78 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee. (W34033, W-36422, W-51347, and W-35398)

10.) Pooling Agreement dated 7/24/81, effective 2/27/81, by and between Energetics, Inc. and True Oil Company, covering the W/2 of Section 8, T27N-R111W. (W-51347 and W-68117)

11.) Pooling Agreement dated 7/15/81, effective 2/26/81, by and between Energetics, Inc. and True Oil Company, covering the E/2 of Section 6, T27N-R111W. (W-51347 and W-67808)

12.) Pooling Agreement dated 6/19/81, effective 2/26/81, by and between Energetics, Inc. and True Oil Company, covering the E/2 of Section 7, T27N-R111W. (W-51347 and W-67808)

13.) Communitization Agreement approved 4/16/82 to be effective 2/1/82 covering the SW/4 of Section 8, T27N-R111W. (W-51347 and W-68117; Federal #30-8 well)

14.) Farmout Letter Agreement dated 6/11/79 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4NE/4 of Section 29, T27N-R111W; W-34033)

15.) Communitization Agreement approved 3/3/80, to be effective 11/1/79, covering the E/2 of Section 29, T27N-R111W. (W-62508 and W-34033; Federal #40-29 well)

16.) Farmout Agreement dated 10/9/79 by and between Superior Oil Company, as Farmor, and Energetics, Inc., as Farmee. (W-63490)

17.) Participation Letter Agreement dated 11/28/79 between L. Gene Marsolek, MM&S Partners, and Energetics, Inc. (Covers the NW/4 of Section 32, T27N-R111W; W-63490; Federal #10-32 well)

18.) Participation Letter Agreement dated 11/28/79 between Mary K. Poole, MM&S Partners and Energetics, Inc. (Covers the NW/4 of Section 32, T27N-R111W; W-63490; Federal #10-32 well)

19.) Farmout Agreement dated 9/15/78 by and between Northwest Exploration Company, as Farmor, and Energetics, Inc., as Farmee. (W-54136)

20.) Communitization Agreement approved 6/23/82, to be effective 12/10/81, recorded in Book 65, at Page 395 in Sublette County, Wyoming, covering the W/2 of Section 15, T27N-R111W. (W-54136 and W-35399; Federal #30-15 well)

21.) Agreement dated 2/25/80 by and between William H. Martin, R. Ken Williams, Edward H. Judson, W.D. Anderson & Sons, and Energetics, Inc. (W-62117 and W-68454)

22.) Operating Agreement dated 6/1/80 by and between Energetics, Inc., as Operator, and Bird Canyon Development Ltd. Partnership, et al, as Non-operators. (Covers the W/2 of Section 28, T27N-R111W; W-62117 and W-68454)

23.) Communitization Agreement approved 9/2/82 to be effective 2/1/82 covering the SW/4 of Section 28, T27N-R111W. (W-68454 and W-62117; Federal #30-28 well)

24.) Farmout Agreement dated 8/22/79 by and between Energetics Capital Limited Partnership, et al, as Farmors, and L. Clark Kiser, et al, as Farmees and Energetics, Inc. (W-68116)

25.) Farmout Agreement dated 10/15/79 by and between Energetics Capital Limited Partnership, et al, as Farmors, and Bernard Rosenberg, Nominee, et al, as Farmees and Energetics, Inc. (W-68116)

26.) Farmout Agreement dated 10/15/79 by and between Energetics Capital Limited Partnership, et al, as Farmors, and Bernard Rosenberg, Nominee, et al, as Farmees, and Energetics, Inc. (W-68117)

27.) Farmout Agreement dated 8/22/79 by and between MM&S Partners, et al, as Farmors, and L. Clark Kiser, et al, as Farmees, and Energetics, Inc. (W-68117)

28.) Farmout Agreement dated 11/27/79 by and between Terra Resources, Inc., et al, as Farmors, and Energetics, Inc., as Farmee. (W-54137)

29.) Pooling Agreement dated 11/10/81, effective 8/7/80, by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc., and Williams Exploration Company, covering the E/2 of Section 20, T27N-R111W. (W-68117 and W-54137)

30.) Farmout Agreement dated 6/15/82 by and between Terra Resources, Inc., as Farmor, and Energetics, Inc., as Farmee. (W-54137)

31.) Farmout Agreement dated 2/10/83 by and between Williams Exploration Company, as Farmor, and Energetics, Inc., as Farmee. (W-54137)

32.) Communitization Agreement approved 4/16/82 to be effective 2/1/82, covering the SW/4 of Section 20, T27N-R111W. (W-68117 and W-59776; Federal #30-20 well)

33.) Farmout Agreement and Operating Agreement dated 12/1/83 by and between Energetics 1979 Limited Partnership, et al, as Farmors, and Energetics Operating Company, as Farmee. (W-68117 and W-59776; Federal #30-20 well)

34.) Operating Agreement dated 4/25/85 by and between Energetics Operating Company, as Operator, and American Petroleum, et al, as Non-operators. (W-68117 and W-59776; Federal #30-20 well)

35.) Farmout Agreement dated 2/18/86, recorded in Book 77, at Page 170, by and between MM&S Partners, et al, as Farmors, and Royal Resources Corporation, et al, as Farmees. (W-59776, and W-68117)

36.) Farmout Agreement (dated prior to 7/15/82) by and between MM&S Partners, et al, as Farmors, and Energetics, Inc., as Farmee. (W-62791; Federal #30-31 well)

37.) Farmout Agreement and Operating Agreement dated 12/1/83 by and between Energetics 1980 Year-End Limited Partnership, et al, as Farmors, and Energetics Operating Company, as Farmee. (Chapel lease; North Bird Canyon #10-25 well)

38.) Energetics Eight Well Drilling Program Participation Agreement dated 12/1/83 by and between Energetics, Inc., Energetics Operating Company, and Energetics 1983 Year-End Ltd. (Chapel lease; North Bird Canyon)

39.) Farmout Letter Agreement dated 7/11/88, as amended, by and between General Atlantic Energy Corporation, as Farmor, and Enron Oil & Gas Company, as Farmee. (W-62791)

40.) Stipulation of Interest dated 12/4/84 covering the E/2 of Section 20, T27N-R111W. (Federal #20-20 and #40-20 wells)

41.) Farmout Agreement dated 11/1/79 by and between CIG Exploration, Inc., as Farmor, to Energetics, Inc., as Farmee. (W-31553; Lincoln d. #8)

LITTLE MONUMENT CONTRACTS

1.) Unit Agreement dated as of 9/18/78 for the Little Monument II Unit Area.

2.) Unit Operating Agreement dated as of 9/18/78 for the Little Monument II Unit Area.

3.) Encore Development Drilling Program Participation Agreement dated as of 1/3/83 by and between Energetics, Inc. and Jordan R. Smith, which agreement only affects the interest being assigned from Jordan R. Smith.

4.) Agreement dated 7/28/78, as amended, by and between Northern Natural Gas Company and Energetics, Inc.

5.) Agreement dated 11/2/78, as amended, by and between Energetics, Inc., as Farmor, and Northern Natural Gas Company, as Farmee.

6.) Farmout Agreement dated 8/1/80 by and between Fuel Resources Development Co., et al, as Farmor, and Energetics, Inc., as Farmee.

7.) Farmout Agreement dated effective 6/1/83 by and between Fuel Resources Development Co., et al, as Farmor, and Energetics Operating Company, as Farmee.

8.) Lease Purchase Offer dated 3/10/81, as amended, by and between Amax Petroleum Corporation, as Seller, and Energetics, Inc., as Buyer.

9.) Letter Agreement dated 5/7/82, as amended, by and between Tenneco Oil Company and Energetics, Inc.

10.) Agreement dated 4/25/83 by and between Sinclair and Energetics, Inc.

11.) Farmout Agreement dated 7/6/83, as amended, by and between NICOR Exploration Co., as Farmor, and Energetics Operating Company, as Farmee.

12.) Farmout Agreement dated 5/2/83 by and between Marvin Wolf, as Farmor, and Energetics Operating Company, as Farmee.

13.) Farmout Agreement dated 5/12/83 by and between Lawrence Howard Wolf, as Farmor, and Energetics Operating Company, as Farmee.

14.) Farmout Agreement dated 5/12/83 by and between Wendy Louise Wolf, as Farmor, and Energetics, Inc., as Farmee.

15.) Continuous Farmout Option Agreement dated 1/13/83, as amended, by and between Northwest Exploration Company, as Farmor, and Energetics, Inc., as Farmee.

16.) Farmout Agreement dated 9/1/81, as amended, by and between Internorth, Inc. and Energetics, Inc.

17.) Farmout and Farmout Option Letter Agreement dated 3/25/83, as amended, by and between Internorth, Inc. and Energetics, Inc.

18.) Farmout and Farmout Option Letter Agreement dated 5/2/83, as amended, by and between Internorth, Inc. and Energetics Operating Company.

19.) Farmout and Farmout Option Letter Agreement dated 5/20/83 by and between Internorth, Inc. and Energetics Operating Company.

20.) Farmout and Farmout Option Letter Agreement dated 8/1/83 by and between Internorth, Inc. and Energetics Operating Company.

21.) Farmout and Farmout Option Letter Agreement dated 8/9/83 by and between Internorth, Inc. and Energetics Operating Company.

22.) Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the SW/4 of Section 28, T25N-R111W)

23.) Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 28, T25N-R111W)

24.) Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 27, T25N-R111W)

25.) Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the SW/4 of Section 22, T25N-R111W)

26.) Farmout Agreement dated 2/22/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 26, T25N-R111W)

27.) Farmout Agreement dated 2/24/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 21, T25N-R111W)

28.) Farmout Agreement dated 5/10/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers portions of Sections 10, 11, 12, 16, 21, 22, 23, and 26, T25N-R111W)

29.) Farmout Agreement dated 5/11/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers portions of Sections 11, and 15, T25N-R111W)

30.) Farmout Agreement dated 7/28/78, as amended, by and between Samedan Oil Corporation, et al, as Farmors, and Energetics, Inc., as Farmee.

31.) Farmout Agreement dated 9/24/84, as amended, by and between Samedan Oil Corporation, as Farmor, and Energetics, Inc., as Farmee.

32.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-16)

33.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-21)

34.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-26)

35.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-21)

36.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-28)

37.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-22)

38.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-23)

39.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-22)

40.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-16)

41.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-27)

42.) Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W. '78-A Partnership, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-28)

43.) Affiliated Farmout Agreement dated 3/1/83 by and between Burton G. Ross, Trustee for the Toni Rosen 1978 Trust, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-16)

44.) Affiliated Farmout Agreement dated 3/1/83 by and between Burton G. Ross, Trustee for the Toni Rosen 1978 Trust, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-21)

45.) Affiliated Farmout Agreement dated 3/1/83 by and between Burton G. Ross, Trustee for the Toni Rosen 1978 Trust, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-26)

46.) Affiliated Farmout Agreement dated 3/1/83 by and between Burton G. Ross, Trustee for the Toni Rosen 1978 Trust, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-22)

47.) Affiliated Farmout Agreement dated 3/1/83 by and between Burton G. Ross, Trustee for the Toni Rosen 1978 Trust, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-22)

48.) Affiliated Farmout Agreement dated 3/1/83 by and between Burton G. Ross, Trustee for the Toni Rosen 1978 Trust, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-16)

49.) Affiliated Farmout Agreement dated 3/1/83 by and between D&R Energy Program - 1978, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-16)

50.) Affiliated Farmout Agreement dated 3/1/83 by and between D&R Energy Program - 1978, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-21)

51.) Affiliated Farmout Agreement dated 3/1/83 by and between D&R Energy Program - 1978, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-26)

52.) Affiliated Farmout Agreement dated 3/1/83 by and between D&R Energy Program - 1978, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-22)

53.) Affiliated Farmout Agreement dated 3/1/83 by and between D&R Energy Program - 1978, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-22)

54.) Affiliated Farmout Agreement dated 3/1/83 by and between D&R Energy Program - 1978, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-16)

55.) Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-23)

56.) Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-13)

57.) Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-23)

58.) Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-27)

59.) Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al, as Farmees. (Federal #30-11)

60.) Affiliated Farmout Agreement dated 3/1/83 by and between Rocky Mountain Oilfinders, Inc., as Farmor, and DPM, Inc., et al, as Farmees. (Federal #20-16)

GAS CONTRACTS

1.) Gas Purchase Contract dated 12/19/78 by and between Energetics, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

2.) Gas Purchase Contract dated 8/8/79, as amended, by and between Energetics, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

3.) Gas Purchase Contract dated 11/19/85, as amended, by and between ITR Petroleum, Inc., as Seller, and Gas Ventures, as Buyer.

4.) Gas Balancing Agreement dated 12/85, as amended, by and between MM&S Partners, et al, and ITR Petroleum, Inc.

5.) Gas Purchase Contract dated 2/1/86, as amended, by and between ITR Petroleum, Inc., as Seller, and Gas Ventures, as Buyer.

6.) Gas Storage and Balancing Agreement dated effective as of 2/1/86.

7.) Ratifications of Gas Purchase Contract and Power of Attorney dated 2/1/84 between Energetics Operating Company and MM&S Partners.

8.) Ratifications of Gas Purchase Contract and Power of Attorney dated 2/1/84 between Energetics Operating Company and Western Oil Partners.

9.) Ratifications of Gas Purchase Contract and Power of Attorney dated 2/1/84 between Energetics Operating Company and Patrick D. Maher.

10.) Ratifications of Gas Purchase Contract and Power of Attorney dated 2/1/84 between Energetics Operating Company and Jordan R. Smith.

11.) Agency Agreement dated effective 2/1/87 by and between ITR Petroleum, Inc., and Western Oil Partners. (Cancellation notice sent to Presidio 8/89)

12.) Agency Agreement dated effective 2/1/87 by and between ITR Petroleum, Inc., and Jordan R. Smith. (Cancellation notice sent to Presidio 8/89)

13.) Agency Agreement dated effective 2/1/87 by and between ITR Petroleum, Inc., and Patrick D. Maher. (Cancellation notice sent to Presidio 8/89)

14.) Agency Agreement dated effective 2/1/87 by and between ITR Petroleum, Inc., and MM&S Partners. (Cancellation notice sent to Presidio 8/89)

15.) General Offer of Credit and Agency Agreement dated effective 12/1/87, by and between ITRP/Kimball Gas Ventures and Western Oil Partners. (Cancellation notice sent to Presidio 8/89)

16.) General Offer of Credit and Agency Agreement dated effective 12/1/87 by and between ITRP/Kimball Gas Ventures and Jordan R. Smith. (Cancellation notice sent to Presidio 8/89)

17.) General Offer of Credit and Agency Agreement dated effective 12/1/87, by and between ITRP/Kimball Gas Ventures and Patrick D. Maher. (Cancellation notice sent to Presidio 8/89)

18.) General Offer of Credit and Agency Agreement dated effective 12/1/87, by and between ITRP/Kimball Gas Ventures and MM&S Partners. (Cancellation notice sent to Presidio 8/89)

19.) Release Agreement dated 1/9/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

20.) Release Agreement dated 1/31/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

21.) Release Agreement dated 2/27/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

22.) Release Agreement dated 12/31/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

23.) Release Agreement dated 3/14/88 by and between Northwest Pipeline Corporation and General Atlantic Energy Corporation

GENERAL CONTRACTS

1.) Joint Venture Agreement dated 12/23/78, as amended, by and between MM&S Partners, The Toni Rosen 1978 Trust, and Energetics, Inc., with Operating Agreement dated 12/23/78 attached.

2.) Agreement dated 5/10/77, as amended, by and between Energetics, Inc. and Western Oil Partners, with Operating Agreement dated 5/10/77 attached.

3.) Joint Venture Agreement dated 12/18/78, as amended, by and between MM&S Partners, Guaranty Energy Group 1978, and Energetics, Inc., with Operating Agreement dated 12/18/78 attached.

4.) Operating Agreement dated 6/1/78 by and between Energetics, Inc., as Operator, and Patrick D. Maher, as Non-Operator.

5.) Operating Agreement dated 6/1/78 by and between Energetics, Inc., as Operator, and Jordan R. Smith, as Non-Operator.

6.) Joint Venture Agreement dated 10/6/78, as amended, by and between MM&S Partners, Logistiks, Inc. and Energetics, Inc.

...

7.) Bilateral Assignment and Letter Agreement dated 12/78, as amended, by and between MM&S Partners, Backer Resources, Ltd., and Energetics, Inc.

8.) Joint Venture Agreement dated 10/6/78, as amended, by and between MM&S Partners, Space Resources, Inc., and Energetics, Inc., with Operating Agreement dated 10/6/78 attached.

9.) Joint Venture Agreement dated 12/18/78, as amended, by and between MM&S Partners, D & R Energy Program - 1978, and Energetics, Inc., with Operating Agreement dated 12/18/78 attached.

10.) Joint Venture Agreement dated 11/21/78, as amended, by and between MM&S Partners, Boettcher Management 1978 Drilling Program, and Energetics, Inc., with Operating Agreement dated 11/20/78 attached.

11.) Joint Venture Agreement dated 8/10/79, as amended, by and between MM&S Partners, D & R Energy Program-1979, and Energetics Inc., with Operating Agreement dated 8/14/79 attached.

12.) Joint Venture Agreement dated 9/19/79, as amended, by and between MM&S Partners, EMI 2nd, and Energetics, Inc.

13.) Agreement dated 9/19/79 by and between MM&S Partners, EMI 2nd, and Energetics, Inc , with Operating Agreement dated 9/19/79 attached.

14.) Operating Agreement dated 6/1/79 by and between Energetics, Inc., as Operator, and Jeffery J. Tempas and MM&S Partners, as Non-Operators.

15.) Joint Venture Agreement dated 7/24/79, as amended, by and between MM&S Partners, Guaranty Energy Group-1979, and Energetics, Inc., with Operating Agreement dated 7/24/79 attached.

16.) Joint Venture Agreement dated 12/31/79, as amended, by and between MM&S Partners, D & R Energy Program - 1979YE, and Energetics, Inc., with Operating Agreement dated 12/31/79 attached.

17.) Joint Venture Agreement dated 12/31/79, as amended, by and between MM&S Partners, Guaranty Energy Group 79X, and Energetics, Inc., with Operating Agreement dated 12/31/79 attached.

18.) Operating Agreement dated 12/31/79 by and between Energetics, Inc., as Operator, and MM&S Partners and Gus Baker, as Non-Operators.

19.) Joint Venture Agreement dated 4/1/80 by and between MM&S Partners, Croyal I Ltd., and Energetics, Inc., with Operating Agreement attached.

20.) Joint Venture Agreement dated 6/1/80 by and between MM&S Partners, Sunexco Energy, Inc., and Energetics, Inc.

21.) Agreement dated 6/1/80 by and between MM&S Partners, Sunexco Energy, Inc., and Energetics, Inc.

22.) Joint Venture Agreement dated 11/30/80, as amended, by and between Jordan R. Smith, Cramer Rosenthal Joint Venture Limited Partnership 1980, and Energetics, Inc.

[redacted] [redacted] [redacted]

23.) MM&S Partners Partnership Agreement dated 10/17/77 by and between Patrick D. Maher, Robert L. Mehl, and Jordan R. Smith.

24.) Memorandum of Understanding dated 6/30/80 by and between Jordan R. Smith, Patrick D. Maher, Robert L. Mehl, MM&S Partnership, and Energetics, Inc.

25.) Agreement dated 1/1/81 by and between Jordan R. Smith, Patrick D. Maher, Robert L. Mehl, MM&S Partnership and Energetics, Inc.

26.) Restated Agreement dated 1/1/81 by and between Jordan R. Smith, Patrick D. Maher, Robert L. Mehl, MM&S Partners, and Energetics, Inc.

27.) Joint Venture Agreement dated 12/1/78, as amended, by and between MM&S Partners, The Ridgefield Limited Partnership, and Energetics, Inc., with Operating Agreement dated 12/1/78 attached.

28.) Joint Venture Agreement dated 12/1/78, as amended, by and between MM&S Partners, The Danbury Limited Partnership, and Energetics, Inc., with Operating Agreement dated 12/1/78 attached.

29.) Joint Venture Agreement dated 8/1/79, as amended, by and between MM&S Partners, Bernard Rosenberg, et al, and Energetics, Inc., with Operating Agreement attached.

30.) Agreement dated 8/1/79 by and between MM&S Partners, Bernard Rosenberg, et al, and Energetics, Inc.

31.) Joint Venture Agreement dated 7/1/80, as amended, by and between MM&S Partners, Richard C. and Jane N. Steadman, and Energetics, Inc., with Operating Agreement attached.

32.) Joint Venture Agreement dated 12/31/79, as amended, by and between MM&S Partners, The Austin III Limited Partnership, and Energetics, Inc., with Operating Agreement dated 12/31/79 attached.

33.) Joint Venture Agreement dated 12/31/79, as amended, by and between MM&S Partners, The Chalk III Limited Partnership, and Energetics, Inc., with Operating Agreement dated 12/31/79 attached.

34.) Agreement dated 7/1/80, as amended, by and between MM&S Partners, General Hydrocarbons 1980 Oil and Gas Program, and Energetics, Inc.

35.) Joint Venture Agreement dated 10/7/80, as amended, by and between MM&S Partners, Bernard Rosenberg, et al, and Energetics, Inc.

36.) Participation Agreement dated 7/10/80 by and between MM&S Partners, Bernard Rosenberg, et al, and Energetics, Inc.

37.) Joint Venture Agreement dated 9/1/79, as amended, by and between MM&S Partners, Richard C. Steadman, and Energetics, Inc., with Operating Agreement attached.

TERMINATION OF FINANCING STATEMENTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION, whose address is 30 South Wacker Drive, Suite 3300, Chicago, Illinois 60606 is the Secured Party under those certain Financing Statements set forth on Schedule 1 attached hereto and by this reference made a part hereof, executed by MM&S Partners, as Debtor, which instruments were filed for record on the dates and at the places set forth on said Schedule 1.

The Financing Statements encumbered all oil, gas, casinghead gas and other minerals extracted or produced from the wells and lands described on Exhibits "A" and "A-1" attached hereto and made a part hereof, attributable to the leasehold interests, overriding royalty interests or other mineral or royalty interests belonging to Debtor, together with all proceeds thereof, all personal property, well equipment, chattels and appurtenances attributable to Debtor's leasehold interests, all related accounts, contract rights, general intangibles, and all items which were affixed or were to be affixed to the lands described therein, referred to hereinafter as the "Mortgaged Properties."

WHEREAS, Secured Party and Debtor now agree that the Financing Statements be terminated;

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby remise, release and forever quitclaim unto Debtor, its successors and assigns, all of the right, title and interest which Secured Party has by virtue of the Financing Statements in and to the Mortgaged Properties.

Executed this 25th day of Sept., 1989.

FEDERAL DEPOSIT INSURANCE CORPORATION

Attest:

Secretary

By

226703

RECORDED Nov. 3 19 89 9:00 AM
IN BOOK 84 O&G PAGE 341
FEES 14.75 COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

ACKNOWLEDGEMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 25th day of September, 1989, by Chris A. Rice, Managing Liquidator of Federal Deposit Insurance Corpordation, a Federal corporation, on behalf of the corporation.

Witness my hand and official seal.

Patricia A. Simon
Notary Public

My commission expires:

4-3-93

" OFFICIAL SEAL "
PATRICIA A. SIMON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/3/93

SCHEDULE I

A. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated May 7, 1980, from MM&S Partners and Energetics, Inc. to R. M. Lucas and M. Grzelak, as Trustees, and Continental Illinois National Bank and Trust Company of Chicago, recorded and filed, among other places, as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Secretary of State of Colorado, UCC Records	6/9/80	No. 432163
Sublette County, Wyoming Real Estate Records	5/27/80	Mortgage Book 32, Page 639

B. First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated March 22, 1983, from MM&S Partners to M. Grzelak and S. A. Schroeder, as Trustees, and Continental Illinois National Bank and Trust Company of Chicago, recorded and filed, as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Secretary of State of Colorado, UCC Records	4/25/83	No. 621481
Secretary of State of Wyoming, UCC Records	4/25/83	No. 204109
Sublette County, Wyoming 1. Real Estate Records	4/25/83	Mortgage Book 39, Page 414 (Reception No. 196039)
2. UCC Records	4/25/83	No. U18712 (Reception No. 196040)
Sweetwater County, Wyoming 1. Real Estate Records	4/25/83	Book 740, Page 382 (Reception No. 898882)
2. UCC Records	4/25/83	No. U122434 (Reception No. 89883)
Bureau of Land Management Wyoming State Office	4/27/83	Lease File W-67808

C. Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated June 7, 1984, from MM&S Partners to M. Van Nespin (nee Grzelak) and Carole Garais, as Trustees, and Continental Illinois National Bank and Trust Company of Chicago, recorded and filed, as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Secretary of State of Wyoming, UCC Records	6/25/84 7/5/84	No. 218433 No. 218844
Sweetwater County, Wyoming 1. Real Estate Records	6/25/84	Mortgage Book 753, Page 338

2. UCC Records 6/25/84 No. 927748

D. Assignment dated September 26, 1984, from the Continental Illinois National Bank and Trust Company of Chicago to the Federal Deposit Insurance Corporation, recorded and filed, as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Sublette County, Wyoming Real Estate Records	12/3/84	Book 42, Page 741
Sweetwater County, Wyoming Real Estate Records	12/13/84	Book 757, Page 1294

E. Third Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated October 3, 1986, from MM&S Partners to William T. White and Timothy J. Sloan, as Trustees, Federal Deposit Insurance Corporation, recorded and filed, as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Secretary of State of Wyoming, UCC Records		
Sublette County, Wyoming Real Estate Records	10/22/86	Mortgage Book 46, Page 427
Sublette County, Wyoming UCC Records		

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-34033	Robert W. David	5/1/72	Township 27 North, Range 111 West, 6th P.M. Section 29: NE/4NE/4 Containing 40 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	13.440000% WI 4.247800% WI 2.313000% WI
USA - W-35398	Helen M. Donaldson	7/1/72	Township 27 North, Range 111 West, 6th P.M. Section 8: SW/4SE/4 Section 17: NE/4 Containing 200 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to the base of the stratigraphic equivalent of 11,391 feet as penetrated by the Federal #10-5 well located in the NW/4 of Section 5, T27N-R111W, 6th P.M., Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	10.080000% WI 3.185880% WI 1.734720% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-35399	John I. Weston	7/1/72	Township 27 North, Range 111 West, 6th P.M. Section 15: N/2 Containing 320 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	16.800000% WI 5.309800% WI 2.891200% WI
USA - W-36422	Jean D. True	10/1/72	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 22: N/2 Section 25: W/2, SE/4 All depths. Containing 800 acres, more or less, Sublette County, Wyoming. TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 23: All Section 26: All Limited to all depths below the base of the stratigraphic equivalent of 5500 feet. Containing 1280 acres, more or less, Sublette County, Wyoming.	TRACT I: AND TRACT II: MM&S Partners Patrick D. Maher Jordan R. Smith	 10.080000% WI 3.185880% WI 1.734720% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
USA - W-51347	Ada Wood	8/1/75	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 5: NW/4 TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 5: SW/4 Section 6: S/2NE/4, SE/4 Section 7: NE/4 Section 8: NW/4, N/2SW/4 All of the above containing 960 acres, more or less, Sublette County, Wyoming. All of the above is limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,391 feet as penetrated by the Federal #10-5 well located in the NW/4 of Section 5, T27N-R111W, 6th P.M., Sublette County, Wyoming.	TRACT I: MM&S Partners 16.800000% WI Patrick D. Maher 5.309800% WI Jordan R. Smith 2.891200% WI TRACT II: MM&S Partners 10.080000% WI Patrick D. Maher 3.185880% WI Jordan R. Smith 1.734720% WI
USA - W-54136	Sam V. Morse	4/1/76	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 14: All TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 15: SW/4	TRACT I: MM&S Partners 10.080000% WI Patrick D. Maher 3.185880% WI Jordan R. Smith 1.734720% WI TRACT II: MM&S Partners 16.800000% WI Patrick D. Maher 5.309800% WI Jordan R. Smith 2.891200% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-54136 continued)			TRACT III: Township 27 North, Range 111 West, 6th P.M. Section 15: SE/4 All of the above containing 960 acres, more or less, Sublette County, Wyoming. All of the above limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,694 feet being the deepest depth drilled in the Federal #30-15 well located in Section 15, T27N R111W, 6th P.M., Sublette County, Wyoming.	TRACT III: MM&S Partners Patrick D. Maher Jordan R. Smith	 16.800000% WI 3.185880% WI 1.734720% WI
USA - W-54137	CIG Exploration	11/1/71	Township 27 North, Range 111 West, 6th P.M. Section 20: NE/4 Containing 160 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-20 well located in the NE/4 of Section 20, T27N-R111W, 6th P.M., Sublette County, Wyoming.	MM&S Partners	3.113174% WI BPO 1.867900% WI APO
USA - W-58724	John P. Cuccia	5/1/77	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 19: Lots 1,2,3,4, E/2W/2, W/2SE/4 Section 30: Lots 1,2,3, E/2, E/2W/2 Containing 933.53 acres, more or less, Sublette County, Wyoming.	TRACT I: Western Oil Partners	 21.250000% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-58724 continued)			TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 19: SW/4NE/4 Containing 40 acres, more or less, Sublette County, Wyoming. DEPTH A: Limited in depth from the surface of the earth down to the stratigraphic equivalent of 10,185 feet being the total depth drilled in the Amoco AH-1 well (a/k/a Federal 20-19 well) located in the NE/4 of Section 19, T27N-R111W, Sublette County, Wyoming. DEPTH B: All depths below Depth A.	TRACT II: DEPTH A: Western Oil Partners DEPTH B: Western Oil Partners	5.5% x 21.25% = 1.168750% ORRI BPO 10.625000% WI APO 21.250000% WI
USA - W-59776	Dorothy Langley	9/1/77	Township 27 North, Range 111 West, 6th P.M. Section 20: NE/4SW/4 Containing 40 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9800 feet as encountered in the Federal #30-20 well located in the SW/4 of Section 20, T27N-R111W, 6th P.M., Sublette County, Wyoming.	DEPTH A: MM&S Partners DEPTH B: MM&S Partners	.236274% ORRI BPO 3.937900% WI APO 7.875800% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-59775 continued)			DEPTH B: All depths below Depth A.		
USA - W-62117	R. Ken Williams	2/1/78	Township 27 North, Range 111 West, 6th P.M. Section 28: NW/4, N/2SW/4, SE/4SW/4 Containing 280 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to a depth of 10,306 feet.	MM&S Partners J.R. Smith	24.083300% WI .305600% WI
USA - W-62508	R.L. Billings	11/1/78	Township 27 North, Range 111 West, 6th P.M. Section 29: W/2NE/4, SE/4NE/4, W/2, SE/4 Containing 600 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	16.800000% WI 5.309800% WI 2.891200% WI
USA - W-62791	Robert W. Myers	5/1/78	TRACT I: Township 28 North, Range 112 West, 6th P.M. Section 25: E/2 of Lot 1, Lots 3,4,6,7, SE/4SW/4NE/4, SE/4NE/4SW/4, SE/4SW/4, W/2SE/4 TRACT II: Township 28 North, Range 111 West, 6th P.M. Section 31: Lots 1,2,3,4, E/2W/2, W/2SE/4	TRACT I: MM&S Partners TRACT II: DEPTH A: MM&S Partners	 7.041900% WI 7.041900% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-62791 continued)			All of the above containing 659.12 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to 100 feet below the base of the Bear River Formation. DEPTH B: From 100 feet below the base of the Bear River Formation down to the stratigraphic equivalent of 11,200 feet as drilled in the Figure Four Canyon #6-31 well located in the NE/4 of Section 31, T28N-R111W, 6th P.M., Sublette County, Wyoming. DEPTH C: All depths below Depth B.	DEPTH B: MM&S Partners DEPTH C: MM&S Partners	2.112570% WI 7.041900% WI
USA - W-62875	Energetics, Inc.	4/1/78	Township 27 North, Range 111 West, 6th P.M. Section 30: Lot 4 Containing 31.43 acres, more or less, Sublette County, Wyoming.	Western Oil Partners	21.250000% WI
USA - W-63490	Superior Oil	6/1/78	Township 27 North, Range 111 West, 6th P.M. Section 32: Lot 2, NW/4, N/2SW/4 Containing 269.65 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to a depth of 9,786 feet.	MM&S Partners	17.785000% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-63821	James M. Turlington	7/1/78	Township 27 North, Range 111 West, 6th P.M. Section 32: Lots 3,4, NE/4, N/2SE/4 Containing 299.86 acres, more or less, Sublette County, Wyoming.	MM&S Partners Patrick D. Maher Jordan R. Smith	16.800000% WI 5.309800% WI 2.891200% WI
USA - W-67808	Houston G. Williams	6/1/79	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 6: N/2NE/4 Section 7: SE/4 Containing 240 acres, more or less, Sublette County, Wyoming.	TRACT I: MM&S Partners Patrick D. Maher Jordan R. Smith	 16.800000% WI 5.309800% WI 2.891200% WI
			TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 19: E/2SE/4 Containing 80 acres, more or less, Sublette County, Wyoming.	TRACT II: MM&S Partners	 17.840600% WI
			TRACT III: Township 27 North, Range 111 West, 6th P.M. Section 18: E/2NE/4 Containing 80 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9942 feet, being the total depth drilled in the Amoco AJ-1 (a/k/a Federal 20-18) well located in the NE/4 of said Section 18.	TRACT III: DEPTH A: MM&S Partners DEPTH B: MM&S Partners	 .535218% ORRI BPO 8.920300% WI APO 17.840600% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-67808 continued)			DEPTH B: All depths below Depth A.		
			TRACT IV: Township 27 North, Range 111 West, 6th P.M. Section 18: E/2SE/4 Containing 80 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9869 feet, being the total depth drilled in the Amoco AG-1 (a/k/a Federal 40-18) well located in the SE/4 of said Section 18.	TRACT IV: DEPTH A: MM&S Partners	.535218% ORRI BPO 8.920300% WI APO
				DEPTH B: MM&S Partners	17.840600% WI
			DEPTH B: All depths below Depth A.		
			TRACT V: Township 27 North, Range 111 West, 6th P.M. Section 19: E/2NE/4 Containing 80 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 10,185 feet, being the total depth drilled in the Amoco AH-1 (a/k/a Federal 20-19) well located in the NE/4 of said Section 19.	TRACT V: DEPTH A: MM&S Partners	.535218% ORRI BPO 8.920300% WI APO
				DEPTH B: MM&S Partners	17.840600% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-67808 continued)			DEPTH B: All depths below Depth A.		
USA - W-68116	Frederick Fitzhugh	7/1/79	TRACT I: Township 26 North, Range 111 West, 6th P.M. Section 4: SW/4 Containing 160 acres, more or less, Sublette County, Wyoming. TRACT II: Township 26 North, Range 111 West, 6th P.M. Section 4: Lots 1,2,3,4, S/2N/2, SE/4 Section 10: S/2N/2 Containing 639.75 acres, more or less, Sweetwater County, Wyoming.	TRACT I: MM&S Partners TRACT II: MM&S Partners	.981240% ORRI BPO 7.875800% WI APO 7.875800% WI
USA - W-68117	Ole M. Hanson	7/1/79	TRACT I: Township 27 North, Range 111 West, 6th P.M. Section 8: S/2SW/4 Section 17: W/2 Containing 400 acres, more or less, Sublette County, Wyoming. TRACT II: Township 27 North, Range 111 West, 6th P.M. Section 20: SE/4, NW/4	TRACT I: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II: MM&S Partners	16.800000% WI 5.309800% WI 2.891200% WI 7.875800% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(USA - W-68117 continued)			Containing 320 acres, more or less, Sublette County, Wyoming. TRACT III: Township 27 North, Range 111 West, 6th P.M. Section 20: NW/4SW/4, S/2SW/4 Containing 120 acres, more or less, Sublette County, Wyoming. DEPTH A: From the surface of the earth down to the stratigraphic equivalent of 9800 feet as encountered in the Federal #30-20 well located in the SW/4 of Section 20, T27N-R111W, 6th P.M., Sublette County, Wyoming. DEPTH B: All depths below Depth A.	TRACT III: DEPTH A: MM&S Partners DEPTH B: MM&S Partners	.236274% ORRI BPO 3.937900% WI APO 7.875800% WI
USA - W-68454	Edward H. Judson	9/1/79	Township 27 North, Range 111 West, 6th P.M. Section 28: SW/4SW/4 Containing 40 acres, more or less, Sublette County, Wyoming. Limited in depth from the surface of the earth down to a depth of 10,306 feet.	MM&S Partners J.R. Smith	24.083300% WI .305600% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
Daniel E. Chapel	James A. Erickson	3/7/81	TRACT I: Township 28 North, Range 112 West, 6th P.M. Section 24: Lots 9,11, SE/4SW/4 Section 25: Lot 5 Section 26: Lots 1,7, and all that part of the Green River riparian thereto All Depths. TRACT II: Township 28 North, Range 112 West, 6th P.M. Section 25: Lot 2, N/2NW/4, SE/4NW/4 DEPTH A: From the surface down to the stratigraphic equivalent of 9,827 feet as encountered in the Chapel 10-25 well located in the NW/4 of Section 25, T28N-R112W, 6th P.M., Sublette County, Wyoming. DEPTH B: All depths below Depth A. All of the above containing 295.27 acres, more or less, Sublette County, Wyoming.	TRACT I: MM&S Partners	7.041900% WI
				TRACT II: DEPTH A: MM&S Partners	.211257% ORRI BPO 3.520950% WI APO
				DEPTH B: MM&S Partners	7.041900% WI
The First National Bank of Kemmerer, as Trustee of The Fear Family Trust	Thomas F. Stoock	12/29/72	TRACT I: Township 28 North, Range 112 West, 6th P.M. Section 24: Lots 9,11, SE/4SW/4 Section 25: Lot 5 Section 26: Lots 1, and 7 All Depths.	TRACT I: MM&S Partners	4.225140% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
(Fear Family Trust lease continued)			TRACT II: Township 28 North, Range 112 West, 6th P.M. Section 25: Lot 2, N/2NW/4, SE/4NW/4 DEPTH A: From surface down to the stratigraphic equivalent of 9,827 feet as encountered in the Chapel 10-25 well located in the NW/4 of Section 25, T28N-R112W, 6th P.M., Sublette County, Wyoming. DEPTH B: All depths below Depth A. All of the above containing 295.27 acres, more or less, Sublette County, Wyoming.	TRACT II: DEPTH A: MM&S Partners DEPTH B: MM&S Partners	 .126754% ORRI BPO 2.112570% WI APO 4.225140% WI
USA - W-1316	Estelle Wolf	10/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 27: SW/4NE/4, SW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 27: N/2NE/4, SE/4NE/4 Section 28: S/2NE/4, SW/4 All of the above containing 560 acres, more or less, Sweetwater County, Wyoming.	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith	 19.737675% WI 4.516965% WI 2.459194% WI 13.851000% WI 3.169800% WI 2.470425% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-1315 continued)			DEPTH A: From the surface down to the base of the 2nd Frontier formation, being the stratigraphic equivalent of 9,731 feet as encountered in the LMU II #2 well located in the NE/4SW/4 of Section 27, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-1317	Estelle Wolf	10/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 27: NE/4NW/4, S/2NW/4, SE/4 Section 28: E/2SE/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 27: NW/4NW/4 Section 28: W/2SE/4, S/2NW/4 All of the above containing 560 acres, more or less, Sweetwater County, Wyoming.	TRACT I, DEPTH A: MM&S Partners 19.737675% WI Patrick D. Maher 4.516965% WI Jordan R. Smith 2.459194% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.470425% WI TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-1317 continued)			DEPTH A: From the surface down to the base of the 2nd Frontier formation, being the stratigraphic equivalent of 9,731 feet as encountered in the LMU II #2 well. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
358 USA - W-2096	ABKO, Inc.	11/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 10: E/2NE/4 Section 11: W/2NW/4, SE/4NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 10: E/2SE/4 Section 11: SW/4 TRACT III: Township 25 North, Range 111 West, 6th P.M. Section 14: NW/4	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.466375% WI TRACT III, DEPTHS A & B: MM&S Partners 19.237500% WI Patrick D. Maher 4.402500% WI Jordan R. Smith 2.396875% WI

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-2096 continued)			All of the above containing 600 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH C: TRACT II, DEPTH C: TRACT III, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-2686	Joyce Wolf	12/1/66	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 26: W/2NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 26: E/2NW/4, S/2NE/4 All of the above containing 240 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation.	TRACT I, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.470425% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.520645% WI TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-2686 continued)			DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-5982	Estelle Wolf	5/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 10: E/2NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 10: W/2SW/4, W/2SE/4 All of the above containing 240 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M. Sweetwater County, Wyoming.	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT II: DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.466375% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .7190636% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-5582 continued)			DEPTH C: All depths not included in Depths A & B.	
USA - W-6738	Estelle Wolf	7/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 12: N/2 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 12: S/2 All of the above containing 640 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan P. Smith 1.725750% WI TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.466375% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-6739	James F. LaCoy	7/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 21: W/2SW/4, SE/4, S/2NW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 21: E/2NE/4, N/2NW/4 All of the above containing 480 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners Patrick D. Maher Jordan R. Smith	13.851000% WI 3.169800% WI 2.470425% WI 13.851000% WI 3.169800% WI 2.520645% WI 13.851000% WI 3.169800% WI 1.725750% WI 5.771250% WI 1.320750% WI .719063% WI
USA - W-6739-A	James F. LaCoy	7/1/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 22: SW/4, W/2SE/4	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith	13.851000% WI 3.169800% WI 2.470425% WI

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LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-6739-A continued)			TRACT II Township 25 North, Range 111 West, 6th P.M. Section 22: NE/4, E/2NW/4 All of the above containing 480 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II Unit #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming. DEPTH C: All depths not included in Depths A & B.	TRACT II, DEPTH A: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 2.520645% WI TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners 13.851000% WI Patrick D. Maher 3.169800% WI Jordan R. Smith 1.725750% WI TRACT I, DEPTH C: TRACT II, DEPTH C: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith .719063% WI
USA - W-32472	Don J. Leeman	1/1/72	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 14: S/2 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 23: N/2 TRACT III: Township 25 North, Range 111 West, 6th P.M. Section 23: SW/4	TRACT I, DEPTHS A & B: MM&S Partners 19.237500% WI Patrick D. Maher 4.402500% WI Jordan R. Smith 2.396875% WI TRACT II, DEPTH B: TRACT III, DEPTH B: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 1.598983% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
(USA - W-32472 continued)			All of the above containing 800 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	TRACT II, DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.244603% WI TRACT III, DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.247978% WI
364 USA - W-36420	UV Industries, Inc.	10/1/72	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 26: SE/4, NE/4SW/4, S/2SW/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 26: NW/4SW/4 All of the above containing 320 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	TRACT I, DEPTHS A & B: TRACT II, DEPTH B: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.835000% WI TRACT II, DEPTH A: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.995856% WI

EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
USA - W-51666	Sherrie R. Strange	9/1/75	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 22: E/2SE/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 22: W/2NW/4 All of the above containing 160 acres, more or less, Sweetwater County, Wyoming Limited in depth from the surface down to the stratigraphic equivalent of 9509 feet as encountered in the LMU Federal #1-22 well located in the SE/4NW/4 of Section 22, T25N-R111 West, 6th P.M., Sweetwater County, Wyoming.	TRACT I: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith 1.147312% WI TRACT II: MM&S Partners 5.771250% WI Patrick D. Maher 1.320750% WI Jordan R. Smith 1.166043% WI
USA - W-52072	Dorothy G. Hamilton	10/1/75	Township 25 North, Range 111 West, 6th P.M. Section 13: N/2 Containing 320 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.244603% WI DEPTH B: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 1.598981% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST
USA - W-52074-A	Kathryn E. Finley	10/1/75	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 14: NE/4 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 11: E/2SE/4 All of the above containing 240 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	TRACT I, DEPTHS A & B: MM&S Partners 19.237500% WI Patrick D. Maher 4.402500% WI Jordan R. Smith 2.396875% WI TRACT II, DEPTH A: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 2.244603% WI TRACT II, DEPTH B: MM&S Partners 11.542500% WI Patrick D. Maher 2.641500% WI Jordan R. Smith 1.598983% WI
USA - W-61043	Energetics, Inc.	11/1/77	Township 25 North, Range 111 West, 6th P.M. Section 26: N/2NE/4 Containing 80 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From the surface down to the base of the 2nd Frontier formation. DEPTH B: All depths not included in Depth A.	DEPTH A: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.955600% WI DEPTH B: MM&S Partners 30.780000% WI Patrick D. Maher 7.044000% WI Jordan R. Smith 3.835000% WI

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EXHIBIT A

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	INTEREST	
USA - W-31553	Lois Ann Cummings	11/1/71	Township 25 North, Range 111 West, 6th P.M. Section 34: All Containing 640 acres, more or less, Sweetwater County, Wyoming. Limited in depth from the surface down to the stratigraphic equivalent of 9,475 feet.	MM&S Partners	15.575000% WI
State of Wyoming 67-10888	Esther Chorney	11/2/67	TRACT I: Township 25 North, Range 111 West, 6th P.M. Section 16: N/2 TRACT II: Township 25 North, Range 111 West, 6th P.M. Section 16: S/2 All of the above containing 640 acres, more or less, Sweetwater County, Wyoming. DEPTH A: From surface down to the base of the 2nd Frontier formation. DEPTH B: From the base of the 2nd Frontier formation down to the stratigraphic equivalent of 100 feet below 10,480 feet as encountered in the LMU II #23-14 well located in the NE/4SW/4 of Section 14, T25N-R111W, 6th P.M., Sweetwater County, Wyoming.	TRACT I, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT II, DEPTH A: MM&S Partners Patrick D. Maher Jordan R. Smith TRACT I, DEPTH B: TRACT II, DEPTH B: MM&S Partners Patrick D. Maher Jordan R. Smith	 12.312000% WI 2.817600% WI 2.400967% WI 12.312000% WI 2.817600% WI 2.397865% WI 12.312000% WI 2.817600% WI 1.534000% WI

EXHIBIT "A"

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A", SECURED PARTY AND MORTGAGOR/DEBTOR STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A" TO RELEASE ALL OF SECURED PARTY'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUBDIVISIONS:

Township 25 North, Range 111 West
Township 26 North, Range 111 West, Sections 4 and 10 only
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Township 28 North, Range 111 West
Township 28 North, Range 112 West
Sublette County, Wyoming

EXCLUDING ANY INTEREST OF SECURED PARTY'S IN THE FOLLOWING LANDS:

Township 25 North, Range 111 West
Sections 18 and 29
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Sections 9, 16, and 33
Township 28 North, Range 111 West
Sections 20, 29, and 32
Township 28 North, Range 112 West
Section 35
Sublette County, Wyoming

3689

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Chapel 10-25	NW/4 Section 25 T28N-R112W Sublette County, WY	BEFORE PAYOUT: MM&S - 0%	BEFORE PAYOUT: MM&S - 0.1690060% ORRI
		AFTER PAYOUT: MM&S - 2.816760%	AFTER PAYOUT: MM&S - 2.3555155%
Figure Four 7-31	SE/4 Section 31 T28N-R111W Sublette County, WY	MM&S - 3.52095% (after 200% non-consent)	MM&S - 2.834365% (after 200% non-consent)
Energetics 30-31	SW/4 Section 31 T28N-R111W Sublette County, WY	MM&S - 7.04190%	MM&S - 5.668730%
Energetics 10-5	NW/4 Section 5 T27N-R111W Sublette County, WY	BEFORE PAYOUT: MM&S - 16.80000% Maher - 5.30980% Smith - 2.89120% --------- 25.00100%	BEFORE PAYOUT: MM&S - 13.314000% Maher - 4.208020% Smith - 2.291280% ---------- 19.813300%
		AFTER PAYOUT: MM&S - 10.80000% Maher - 3.18588% Smith - 1.73472% --------- 15.72060%	AFTER PAYOUT: MM&S - 8.064000% Maher - 2.548704% Smith - 1.387776% ---------- 12.000480%
Energetics 40-6	SE/4 Section 6 T27N-R111W Sublette County, WY	MM&S - 11.76000% Maher - 3.71690% Smith - 2.02380% --------- 17.50070%	MM&S - 9.408068% Maher - 2.973520% Smith - 1.619040% ---------- 14.000628%
Energetics 20-7	NE/4 Section 7 T27N-R111W Sublette County, WY	MM&S - 13.44000% Maher - 4.24784% Smith - 2.31296% --------- 20.00080%	MM&S - 10.231200% Maher - 3.233640% Smith - 1.760770% ---------- 15.225610%
Energetics 40-7	SE/4 Section 7 T27N-R111W Sublette County, WY	MM&S - 13.44000% Maher - 4.24784% Smith - 2.31296% --------- 20.00080%	MM&S - 10.164000% Maher - 3.212429% Smith - 1.749176% ---------- 15.125605%
Energetics 10-8	NW/4 Section 8 T27N-R111W Sublette County, WY	MM&S - 11.76000% Maher - 3.71690% Smith - 2.02380% --------- 17.50070%	MM&S - 9.408000% Maher - 2.973520% Smith - 1.619040% ---------- 14.000560%

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-8	SW/4 Section 8 T27N-R111W Sublette County, WY	MM&S - 11.76000% Maher - 3.71690% Smith - 2.02380% --------- 17.50070%	MM&S - 9.324000% Maher - 2.946940% Smith - 1.604620% ---------- 13.875560%
Energetics 30-15	SW/4 Section 15 T27N-R111W Sublette County, WY	BEFORE PAYOUT: MM&S - 16.80000% Maher - 5.30980% Smith - 2.89120% --------- 25.00100%	AFTER PAYOUT: MM&S - 13.083000% Maher - 4.135010% Smith - 2.251520% ---------- 19.469530%
		AFTER PAYOUT: MM&S - 13.44000% Maher - 4.24780% Smith - 2.31296% --------- 20.00076%	AFTER PAYOUT: MM&S - 10.819200% Maher - 3.419459% Smith - 1.861933% ---------- 16.100592%
Energetics 10-17	NW/4 Section 17 T27N-R111W Sublette County, WY	MM&S - 16.80000% Maher - 5.30980% Smith - 2.89120% --------- 25.00100%	MM&S - 13.524000% Maher - 4.274390% Smith - 2.327420% ---------- 20.125810%
Energetics 20-17	NE/4 Section 17 T27N-R111W Sublette County, WY	MM&S - 10.08000% Maher - 3.18588% Smith - 1.73472% --------- 15.00060%	MM&S - 8.013600% Maher - 2.532780% Smith - 1.379100% ---------- 11.925480%
Energetics 30-17	SW/4 Section 17 T27N-R111W Sublette County, WY	MM&S - 16.80000% Maher - 5.30980% Smith - 2.89120% --------- 25.00100%	MM&S - 13.524000% Maher - 4.274390% Smith - 2.327420% ---------- 20.125810%
Amoco AJ-1	NE/4 Section 18 T27N-R111W Sublette County, WY	MM&S - 0% (BPO) MM&S - 4.46015% (APO)	MM&S - 0.267609% (ORRI BPO) MM&S - 3.478917% (APO)
Amoco AG-1	SE/4 Section 18 T27N-R111W Sublette County, WY	MM&S - 0% (BPO) MM&S - 4.46015% (APO)	MM&S - 0.267609% (ORRI BPO) MM&S - 3.478917% (APO)
Amoco AH-1	NE/4 Section 19 T27N-R111W Sublette County, WY	MM&S - 0% (BPO) W Oil - 0% (BPO) MM&S - 4.46015% (APO) W Oil - 2.65625% (APO) --------- 7.11640%	MM&S - 0.267609% (ORRI BPO) W Oil - 0.292187% (ORRI BPO) --------- 0.559796% MM&S - 3.478917% (APO) W Oil - 2.138281% (APO) --------- 5.617198%

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 10-19	NW/4 Section 19 T27N-R111W Sublette County, WY	W Oil - 21.25000%	W Oil - 17.106250%
Energetics 10-20	NW/4 Section 20 T27N-R111W Sublette County, WY	MM&S - 7.87580%	MM&S - 6.340030%
Energetics 20-20	NE/4 Section 20 T27N-R111W Sublette County, WY	MM&S - 4.871853%	MM&S - 3.921800%
Energetics 30-20	SW/4 Section 20 T27N-R111W	MM&S - 0% BPO	MM&S - 0.236274% (ORRI BPO)
	Sublette County, WY	MM&S - 3.93790% (APO)	MM&S - 3.170010% (APO)
Energetics 40-20	SE/4 Section 20 T27N-R111W Sublette County, WY	MM&S - 3.93790%	MM&S - 3.101100%
True 10-22	NW/4 Section 22 T27N-R111W Sublette County, WY	MM&S - 16.43570% Maher - 3.18590% Smith - 2.82850% --------- 22.45010%	MM&S - 13.734740% Maher - 2.723940% Smith - 2.363680% ---------- 18.822360%
Energetics 10-28	NW/4 Section 28 T27N-R111W Sublette County, WY	MM&S - 24.08330% Smith - 0.30560% --------- 24.38890%	MM&S - 17.821640% Smith - 0.226144% ---------- 18.047784%
Energetics 30-28	SW/4 Section 28 T27N-R111W Sublette County, WY	MM&S - 24.08330% Smith - 0.30560% --------- 24.38890%	MM&S - 17.821640% Smith - 0.226144% ---------- 18.047784%
Energetics 10-29	NW/4 Section 29 T27N-R111W Sublette County, WY	MM&S - 16.80000% Maher - 5.30980% Smith - 2.89120% --------- 25.00100%	MM&S - 13.524000% Maher - 4.274390% Smith - 2.327420% ---------- 20.125810%
Energetics 20-29	NE/4 Section 29 T27N-R111W Sublette County, WY	MM&S - 16.38000% Maher - 5.17706% Smith - 2.81892% --------- 24.37598%	MM&S - 13.269900% Maher - 4.194080% Smith - 2.283690% ---------- 19.747670%
Energetics 40-29	SE/4 Section 29 T27N-R111W Sublette County, WY	MM&S - 16.38000% Maher - 5.17706% Smith - 2.81892% --------- 24.37598%	MM&S - 13.269900% Maher - 4.194080% Smith - 2.283690% ---------- 19.747670%
Energetics 10-30	NW/4 Section 30 T27N-R111W Sublette County, WY	W Oil - 21.25000%	W Oil - 17.106250%
Energetics 40-30	SE/4 Section 30 T27N-R111W Sublette County, WY	W Oil - 21.25000%	W Oil - 17.106250%

EXHIBIT "A-1"

"WELLS"

BIRD CANYON PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 10-32	NW/4 Section 32 T27N-R111W Sublette County, WY	MM&S - 17.78500%	MM&S - 13.160900%
Energetics 40-32	SE/4 Section 32 T27N-R111W Sublette County, WY	MM&S - 16.80000% Maher - 5.30980% Smith - 2.89120% --------- 25.00100%	MM&S - 13.524000% Maher - 4.274390% Smith - 2.327420% --------- 20.125810%
Energetics 30-4	SW/4 Section 4 T26N-R111W Sweetwater County, WY	MM&S - 0% BPO MM&S - 7.87580% (APO)	MM&S - 0.981240% (ORRI BPO) MM&S - 6.340000% (APO)

LITTLE MONUMENT PROPERTY

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-10	SW/4 Section 10 T25N-R111W Sweetwater County, WY	MM&S - 10.388200% Maher - 2.377300% Smith - 2.288250% --------- 15.053750%	MM&S - 8.3701925% Maher - 1.9154840% Smith - 1.8356890% --------- 12.1213655%
Energetics 30-11	SW/4 Section 11 T25N-R111W Sweetwater County, WY	MM&S - 16.259535% Maher - 3.720993% Smith - 2.647930% --------- 22.628458%	MM&S - 7.3381440% Maher - 1.6793340% Smith - 1.4216360% --------- 10.43911140%
Energetics 20-13	NE/4 Section 13 T25N-R111W Sweetwater County, WY	MM&S - 11.542580% Maher - 2.641500% Smith - 2.329102% --------- 16.513182%	MM&S - 9.2340000% Maher - 2.1132000% Smith - 1.8322530% --------- 13.1794530%
LMU II 23-14	SW/4 Section 14 T25N-R111W Sweetwater County, WY	MM&S - 19.237500% Maher - 4.402550% Smith - 2.397200% --------- 26.037250%	MM&S - 14.4642000% Maher - 3.3101670% Smith - 1.8023900% --------- 19.5767570%
Energetics 20-16	NE/4 Section 16 T25N-R111W Sweetwater County, WY	MM&S - 12.312100% Maher - 2.817600% Smith - 2.485440% --------- 17.615140%	MM&S - 10.048227% Maher - 2.299536% Smith - 1.981685% --------- 14.329448%
Energetics 30-16	SW/4 Section 16 T25N-R111W Sweetwater County, WY	MM&S - 12.312100% Maher - 2.817600% Smith - 2.482340% --------- 17.612040%	MM&S - 10.048227% Maher - 2.299536% Smith - 1.979204% --------- 14.326967%
Energetics 20-21	NE/4 Section 21 T25N-R111W Sweetwater County, WY	MM&S - 10.388200% Maher - 2.377300% Smith - 1.953900% --------- 14.719400%	MM&S - 8.229182% Maher - 1.883213% Smith - 1.517073% --------- 11.629468%

EXHIBIT "A-1"

"WELLS"

LITTLE MONUMENT PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
LMU II 30-21	SE/4 Section 21 T25N-R111W Sweetwater County, WY	MM&S - 14.454536% Maher - 3.307919% Smith - 2.307967% 20.070422%	MM&S - 11.699366% Maher - 2.677400% Smith - 1.846660% 16.223426%
Energetics 20-22	NE/4 Section 22 T25N-R111W Sweetwater County, WY	MM&S - 11.831200% Maher - 2.707500% Smith - 2.256494% 16.795194%	MM&S - 9.491806% Maher - 2.172139% Smith - 1.772732% 13.436677%
Energetics 30-22	SW/4 Section 22 T25N-R111W Sweetwater County, WY	MM&S - 14.454535% Maher - 3.307918% Smith - 2.337974% 20.100427%	MM&S - 11.699373% Maher - 2.677400% Smith - 1.870403% 16.247176%
Energetics 20-23	NE/4 Section 23 T25N-R111W Sweetwater County, WY	MM&S - 11.542444% Maher - 2.641444% Smith - 2.329186% 16.513074%	MM&S - 8.656833% Maher - 1.980000% Smith - 1.746890% 12.383723%
Energetics 30-23	SW/4 Section 23 T25N-R111W Sweetwater County, WY	MM&S - 12.696700% Maher - 2.905700% Smith - 2.443839% 18.046239%	MM&S - 10.243925% Maher - 2.344375% Smith - 1.926621% 14.514921%
Energetics 20-26	NE/4 Section 26 T25N-R111W Sweetwater County, WY	MM&S - 18.083300% Maher - 4.138400% Smith - 2.942700% 25.164400%	MM&S - 15.095710% Maher - 3.454685% Smith - 2.388572% 20.938967%
LMU II 20-27	NE/4 Section 27 T25N-R111W Sweetwater County, WY	MM&S - 14.454536% Maher - 3.307919% Smith - 2.307967% 20.070422%	MM&S - 11.699366% Maher - 2.677399% Smith - 1.846660% 16.223425%
LMU II 20-28	NE/4 Section 28 T25N-R111W Sweetwater County, WY	MM&S - 14.454536% Maher - 3.307919% Smith - 2.307967% 20.070422%	MM&S - 11.699366% Maher - 2.677399% Smith - 1.846660% 16.223425%
LMU II 30-28	SW/4 Section 28 T25N-R111W Sweetwater County, WY	MM&S - 13.694087% Maher - 3.133891% Smith - 2.136972% 18.964950%	MM&S - 11.125200% Maher - 2.546009% Smith - 1.723241% 15.394450%
LMU II #2	SW/4 Section 27 T25N-R111W Sweetwater County, WY	MM&S - 16.309863% Maher - 3.704948% Smith - 2.482947% 22.497758%	MM&S - 13.227613% Maher - 3.004947% Smith - 1.992048% 18.224608%

EXHIBIT "A-1"

"WELLS"

LITTLE MONUMENT PROPERTY
(CONTINUED)

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-12	SW/4 Section 12 T25N-R111W Sweetwater County, WY	MM&S - 13.851000% Maher - 3.169800% Smith - 2.466375% 19.487175%	MM&S - 11.465550% Maher - 2.623890% Smith - 2.031120% 16.120560%
Lincoln Road #8	All Section 34 T25N-R111W Sweetwater County, WY	BEFORE PAYOUT: MM&S - 15.575000% AFTER PAYOUT: MM&S - 10.383300%	BEFORE PAYOUT: MM&S - 12.343190% AFTER PAYOUT: MM&S - 8.566250%

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A-1", SECURED PARTY AND MORTGAGOR/DEBTOR STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A-1" TO RELEASE ALL OF SECURED PARTY'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUBDIVISIONS:

Township 25 North, Range 111 West
Township 26 North, Range 111 West, Sections 4 and 10 only
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Township 28 North, Range 111 West
Township 28 North, Range 112 West
Sublette County, Wyoming

EXCLUDING ANY INTEREST OF SECURED PARTY'S IN THE FOLLOWING LANDS:

Township 25 North, Range 111 West
Sections 18 and 29
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Sections 9, 16, and 33
Township 28 North, Range 111 West
Sections 20, 29, and 32
Township 28 North, Range 112 West
Section 35
Sublette County, Wyoming

2989H

374

Michael C. Warren
991425

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
Michael C. Warren and Joy A. Warren, husband and wife	11/19/84	73 O&G	519	T32N, R114W, 6th PM Sec. 23: W½SE¼, SE¼SE¼ Sec. 24: SW¼ Sec. 25: N½NW¼, SW¼NW¼ Sec. 26: NE¼

226753

RECORDED Nov. 3 19 89 10:45A M
IN BOOK 84 O&G PAGE 375
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 23rd day of June, 1989.

CHEVRON U.S.A. INC.

By J P Harrington
Assistant Secretary

OFFICIAL SEAL
ANITA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Mar. 5, 1993

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 23rd day of June, 1989.

My commission expires:

March 5, 1993

Anita Pilcher Blake
Notary Public

[redacted] ORIGIN [redacted] [redacted]

Form 3000-3a
(June 1983)

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-36422

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

*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 27 North, Range 111 West, 6th P.M. Section 22: NW¼ Containing 160 acres, more or less, Sublette County, Wyoming Limited in depth from the surface of the earth down to the base of the stratigraphic equivalent of 11,044 feet as encountered in the True Federal #10-22 well located in the NW¼ of Section 22, Township 27 North, Range 111 West, 6th P.M., Sublette County, Wyoming.	2.475%	1.114192%	1.360808%	5% of 1.114192% =.055710%	2%

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.

226779

RECORDED Nov. 9 1989 10:45A M
IN BOOK 84 O&G PAGE 376
FEES $ 10.00 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)

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

TRANSFEREES:

MM&S PARTNERS (.932174%)
6200 S. Syracuse Way, Suite 445
Englewood, Colorado 80111

JORDAN R. SMITH (.160423%)
6200 S. Syracuse Way, Suite 445
Englewood, Colorado 80111

ROCKY MOUNTAIN OILFINDERS, INC. (.021595%)
6200 S. Syracuse Way, Suite 445
Englewood, Colorado 80111

Subject to Election Letter dated 7/21/82 by and between Space Resources, Inc. and Energetics.

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 association 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 246,080 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 30 th day of Oct, 19 82

Name of Transferor SPACE RESOURCES, INC.
Please type or print

Transferor [signature]
(Signature)

or

Attorney-in-fact _____
(Signature)

c/o Lafayette Financial Corp
444 Lafayette Road
St. Paul, Minnesota 55402
(Transferor's Address)
(City) (State) (Zip Code)

Executed this 3 day of Nov, 19 82

MM&S PARTNERS

Transferee [signature]
By: Robert L. Mehl, Managing General 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]

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.

TRANSFEREES:

Executed this 31st day of October, 19 89

JORDAN R. SMITH

By: Jordan R. Smith

Executed this 31st day of October, 19 89

ROCKY MOUNTAIN OILFINDERS, INC.

By: Patrick D. Maher, President

ATTEST:

By: Assistant 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.

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

The foregoing instruments were acknowledged by me this 30th day of October, 1989 by W. E. Barsness, Vice President of SPACE RESOURCES, Inc. on behalf of SPACE RESOURCES, Inc.

Witness my hand and official seal.

My commission expires:

Carol D. Rademacher
Notary Public

May 1, 1994

CAROL D. RADEMACHER
Notary Public, Washington Co., Minn.
My Commission Expires May 1, 1994

Form 3100-11
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INT[redacted]
BUREAU OF LAND MANAGE[redacted]NT

Serial No. [redacted]07

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: High Plains Energy Co
   Street: 1600 Broadway #1565
   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 _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030[illegible] R. 113[illegible] 06th Meridian WY State Sublette County

sec.	007	lots 1-4;
	007	SENW, E2SW, W2SE;
	018	lots 1-4;
	018	W2NE, SENE, E2W2, SE;
	019	lots 1-3;
	019	E2, E2W2;

226789

RECORDED Nov. 10 1989 12:45PM
IN BOOK 84 OIG PAGE 380
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

Total acres in lease 1599.050
Rental retained $ 2400.00

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 James J. Lewis (Signing Officer)

Supervisory Land Law Examiner (Title) OCT 20 1989 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1989

FOR LESSEE

(Continued on reverse)

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.

380

PAPERWORK REDUCTION ACT STATEMENT

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

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

2. This information will be used to issue and maintain a record of oil and gas lease acti

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

NOTICE

The Privacy Act of 1974 and 43 CFR 2.48(d) provide that you be furni
with the following information in connection with the information required by this oil and gas lease

AUTHOR

PRINCIPAL PURPOSE

ROUTINE USES:

(1) The adjudication of the lessee'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 consent or concurrence is required prior to granting a right in public lands or resources.

(4) (5) Information from the record and the record will be transferred to appropriate Federal, State, local or foreign agencies when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT

4. (a) Unqualified

of any State or

in either part for

in lease and 200,00

(b) Offeror is in compliance with qualification requirements for all

This offer will be rejected and the filing fee forfeited if it is not properly completed and executed in accordance with the regulations or if it is not accompanied by the required payment. The offeror understands that for any person knowingly and willfully to make 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 3RD day of October, 19 81

Hugh Plage Energy Company

Lessee or Attorney-in-fact

LEASE TERMS

Sec. Rentals. Rentals shall be paid to the proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) For each noncompetitive lease issued as the result of a direct sale, not less than $2.00;

(b) For each competitive lease issued as the result of a competitive sale, not less than $1.50;

(c) For each lease issued in lieu of or in exchange for a prior lease, not less than $1.00;

as specified in regulations at the time this lease is issued.

If this lease or a part of it is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources and which 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 lands not within a participating area.

Failure to pay annual rental, or to comply with any other term of this lease, on or before the anniversary date of this lease for any official working day of 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 computed on the basis of each calendar month's production. Royalty rates are:

(a) For leases specified in section 21(b), 12½%;

(b) For competitive leases, not less than 12½%;

(c) For other leases, 12½%;

as specified in regulations at the time this lease is issued.

Sec. 3. Records. Lessee shall keep accurate and complete records showing all transactions and operations under this lease, including the manufacture, sale, and transportation of all products produced from the leased lands. 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 the calendar year to which they relate, or longer if any audit or investigation is underway at the end of the 6-year period. Upon request, lessee shall submit such records to 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. 4. Conduct of Operations. Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, water, cultural, biological, visual, and other resources, and to other uses of these lands by lessee or others having authorized rights in the area. Lessee shall take 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 the location or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessee shall design all facilities to avoid unnecessary duplication of facilities and activities. Lessee shall encourage joint use or unitization of facilities whenever practicable and consistent with sound engineering and economic principles. Upon request of lessor, lessee shall consider proposals for joint use of roads, powerlines, pipelines, and other facilities on and adjacent to the leased lands. Lessor reserves the right to require such joint use, consistent with safety and good engineering practice. Lessee shall not initiate future uses or abandonment of facilities on the leased lands, including the assignment of easements or rights-of-way, without approval of lessor. Such uses shall be controlled 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 informed of any procedures to be followed and any 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 operations that may affect such species or objects.

Lessee shall take measures to prevent unauthorized persons from using lessee's operations as a means of access to lands or resources where use would be in conflict with normal drilling operations. Lessee

Sec. 5. Extraction of Helium. Lessee shall extract helium from all gas produced from

Sec. 6. Damages to Property. Lessee shall use all reasonable precautions to prevent and

Sec. 7. Protection of Diposits. Lessee shall use all reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production in the interests of sound operating practices. Lessee shall not be responsible for, or liable for, the interference with, or delay to, operations hereunder due to the exercise of this right or to any other cause beyond lessee's reasonable control. Whenever it appears that operations on nearby lands will result in drainage of oil or gas from the leased lands, lessee shall drill and produce such wells as may be necessary to protect lessee from such drainage, unless lessee is compensated for such drainage by agreement between lessee and lessor. Lessee may be required to drill and produce wells to offset drainage of leased resources by wells on unleased lands or lands leased to another lessee. Lessee shall be compensated for drainage only to the extent that it is not reasonably feasible to protect the leased lands from such drainage.

Sec. 8. Environmental Protection. In addition to the requirements of section 4 of this lease, lessee shall comply with all applicable laws, regulations, and other requirements of the proper office of lessor, the Environmental Protection Agency, or other appropriate agency. Lessee shall not create or maintain any condition or carry on any activity that would cause any mine, well, structure, or other facility established in connection with any operation on the leased lands to be in violation of applicable health or environmental quality standards or requirements. Lessee shall not deface, destroy, or remove any structure, site, or object of archaeological, cultural, paleontological, or scientific interest without the prior written authorization of lessor. 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 leave such discovery undisturbed until directed to proceed by lessor.

Sec. 9. Reports. Lessee shall file with the proper office of lessor, or with any governmental agency designated by lessor, reports concerning operations conducted on the leased lands or on other lands pooled or unitized with the leased lands. Such reports may be required to be submitted daily, weekly, monthly, or annually and may include, but are not limited to, data and reports on well logging, development, and production. Lessee may submit directly to lessor any records, maps, or reports that were prepared for other purposes which contain the information required by this section.

Sec. 10. Conduct of Lessee. Lessee shall comply with all applicable laws, regulations, and orders regulating, among other things, the prevention of waste, conservation of the natural resources of the leased lands, protection of correlative rights, and the prevention of pollution of the environment. Lessee shall maintain all places of business where activities under this lease are conducted accessible during normal business hours to any authorized officer of lessor, and lessee shall make available for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, and records relative to operations or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and such documents as bills of sale or invoices, or similar documentation that supports the accuracy of reports filed with lessor for royalty purposes for a period of 6 years after they are generated or for 6 years after they are submitted to lessor, whichever is longer.

Sec. 11. Extension of Leases. Any extension granted on account of suspension of operations or production or failure to market shall be limited to the period of such suspension or failure, and shall not serve to extend the lease for any longer period. Lessee shall not be entitled to compensation for shut-in royalty or minimum royalty during suspension of operations or production or failure to market.

Sec. 12. Diligence, Rental, and Minimum Royalty. Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production in the interests of sound operating practices. Lessee shall not be responsible for, or liable for, the interference with, or delay to, operations hereunder due to the exercise of this right or to any other cause beyond lessee's reasonable control. Whenever it appears that operations on nearby lands will result in drainage of oil or gas from the leased lands, lessee shall drill and produce such wells as may be necessary to protect lessee from such drainage, unless lessee is compensated for such drainage by agreement between lessee and lessor. Lessee may be required to drill and produce wells to offset drainage of leased resources by wells on unleased lands or lands leased to another lessee. Lessee shall be compensated for drainage only to the extent that it is not reasonably feasible to protect the leased lands from such drainage.

Sec. 13. Documents, Evidence, and Inspection. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing the amounts and quality of all products removed and sold from the leased lands, the proceeds therefrom, and the 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 drilling, plugging, and location of wells and other related matters. 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 the 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 or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and such documents as bills of sale or invoices, or similar documentation that supports the accuracy of reports filed with lessor for royalty purposes for a period of 6 years after they are generated or for 6 years after they are submitted to lessor, whichever is longer.

Sec. 14. Unlawful Interest. No member of, or Delegate to, Congress, or Resident Commissioner, after election or appointment, or either before or after he or she has qualified, and during his or her tenure of office, may be admitted to any share or part of this lease or derive any benefit that may arise therefrom, and no other person, association, or corporation may hold or have any interest in this lease if the Secretary of the Interior or any bureau or official thereof having jurisdiction to approve, control, or direct operations under this lease has a direct financial interest in the lessee, association, or corporation. This section shall not be construed to extend to any incorporated association which may hold this lease if the stock of such association cannot be used to exercise control over the association and if such association has no interest in any contract for the sale of leased resources produced from the lands leased hereunder.

Sec. 15. Transfer of Lease. Lessee may transfer all or any part of the lease interest in accordance with applicable regulations. As required by regulations, lessee shall file with lessor any assignment or other transfer of 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. 16. Delivery of Premises. At such time as all portions of this lease are returned to lessor, lessee shall place all wells in such condition that they will not constitute hazards to, or unduly interfere with, other operations conducted by lessor or others. Lessee shall 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. 17. Default and Remedies. Failure to comply with any provisions of this lease, if not corrected within 30 days after written notice thereof, shall subject this lease 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 exclusive of any other provided by lessor or any other action lessor may take to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy may be exercised at any time and in any order and shall not prevent the exercise of any other remedy unless lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 18. 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.

WYW 11787

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

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.

WYW
117874

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.

WYW

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they appear on the lease. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

Form 3120-1
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INT[redacted]
BUREAU OF LAND MANAGE[redacted]NT

Serial No. [redacted]273

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: High Plains Energy Co
   Street: 1600 Broadway #1565
   City, State, Zip Code: Denver, CO 80202

2. This application/offer/lease is for *(Check only One)* X 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. 029ON R. 113OW 06th Meridian WY State Sublette County

sec. 005 lots 4;

226790

RECORDED Nov. 10 '89 12:45 P M
IN BOOK 84 O & G PAGE 386
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Total acres in lease 36.880
Rental retained $ 55.50

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: Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner (Title) OCT 20 1989 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1989

(Continued on reverse)

Tear

INSTRUCTIONS

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 REDUCTION ACT STATEMENT

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

1. This information is being collected pursuant to the law

2. This information will be used to create and maintain a record

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

NOTE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide for the confidentiality of such information. Proprietary data submitted in connection with this application will be held confidential only upon specific request and to the extent that such confidentiality is consistent with the provisions of such laws and regulations.

PRINCIPAL PURPOSE:

The information is to be used to process your offer to lease or license

ROUTINE USES:

(1) The adjudication of the lessee'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 consent or 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,

This offer will be rejected and will affix ... completed and executed in accordance with the regulations or if it is not accompanied by the required payment. 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

Date executed this 29th day of October, 19 89

High Plains Energy Company

Signature of Lessee or Attorney-in-fact

LEASE TERMS

Sec. 1. Rentals. Rentals must be paid ... Annual rentals must be at the rate ...

(a) Non-competitive leases: $1.50 ...

(b) Competitive leases: $5 ... for ... term ...

... the rate ...

If this lease ... the rate ... annual rentals shall continue to be due at the rate specified ... for such land.

Failure to pay annual rental, if due, on or before ... official working day if office is closed ... law. Rental may be waived, reduced or suspended by lessor ...

Sec. 2. Royalties. Royalties shall be paid ... in accordance with the regulations ...

(a) Non-competitive leases: 12½%

(b) Competitive leases: ...

(c) Other leases: ... as specified in regulations ... at the time of sale ...

Lessee ... other specified ... right ... operations ... Lessee ...

Sec. 3. Bonds. ... regulations.

Sec. 4. Diligence, rate of development and production; and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves ... and ... in the ... lessee ... subscribe to ... and ... development ... embracing these leased lands. Lessee shall drill and produce ... wells ... to protect lessor ...

Sec. 5. Records, reports, and inspection. Lessee shall ... for sale or disposal ... production. At such times and ... shall ... proceeds therefrom ... used or production ... be required ... and scientific ... costs ... and ... when requested ... Lessee shall keep ... open at all reasonable times for inspection ... officers of lessor, the leased premises and all wells, improvements, machinery and fixtures thereon, and all ... on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting ... and shall furnish ... such as ... gas ... or similar documents ... the ... lessee ...

... manufacturing, preparation and/or transportation costs. All such records shall ... maintained in lessee's accounting offices for ... audit by lessor. Lessee shall maintain ... records ... are ... or an audit or investigation is ... by lessor.

... maintained under this section shall be closed to ... inspection by the ... Information Act (5 U.S.C. 552) ...

... in a manner that ... adverse ... to ... and other resources and to ... as may be deemed necessary by lessor to ... the ... of ... lease rights granted ... such ... may ... of ... or ... activities ... and ... of ... and ... Upon ... future uses ... of the leased lands, the ... Such uses shall be ... so as to prevent ... unnecessary or ... interference with rights of lessee ...

... the surface of the leased lands, lessee shall contact lessor to be apprised ... of proposed ... and modifications ... reclamation measures that may be necessary ... Areas to be disturbed may require ... special studies to determine the extent of impacts ... other resources. Lessor ... may require inventories or short-term special ... studies ... on the impacts of ... threatened or ... species. If ... is ... lessee ... immediately contact lessor. Lessee shall ... such species or objects.

Sec. 6. Conduct of ... impacts ... mining operations would ... and ... normal drilling operations. Lessee ...

Sec. 8. Extraction ... extracted ... the ...

... regulations.

Sec. 9. ... issued pursuant hereto. Neither ... lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish ... by filing in the proper office a written ... and upon ... the continued obligation ... and ... of accrued rentals and royalties.

Sec. 10. ... premises. At such time as all or portions of this lease are returned to lessor, lessee ... expiration or abandonment, reclaim the land ... and ... remove equipment and improvements ... of ... by lessor ... preservation of producible wells.

... with all provisions of this ... lease ... this lease shall ... be capable of production ... as approved ... operative or unit ... capable of production of unitized ... in quantities ... to ... the exercise by lessee of any other ... of the lease. Any such ... and occurring at any other ... lease ... the subject ... and penalties (FOGRMA, 30 U.S.C. 1701 ...

Sec. 11. ... successors in interest ... 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 ... hereto.

WYW 117873

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

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3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they appear on the lease. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

[redacted] [redacted] Island

Form 3110-1
(January 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

William B. Blakemore, II
2100 First National Bank
Midland, Texas 79701-5179

W-82327
(Serial Number)

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

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

T. 29 N., R. 112 W., 6th Prin Mer.,
Sec. 18: SE¼NE¼

226791

RECORDED Nov. 10 19 89 1:00 PM
IN BOOK 84 O&G PAGE 390
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

Receipt (a)
6th Prin
Fraction

Containing a total of	acres	Annual Rental	$
	40.00		40.00

This lease is issued to the successful drawee pursuant to the Simultaneous Oil and Gas Lease application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

FOR BLM USE ONLY:

THE UNITED STATES OF AMERICA

By William B. Blakemore, II
(Offeror/Lessee Signature)

By Gloma M. Lane
(Signature of Signing Officer)

(Title)

Chief, Oil & Gas Section
(Title)

(Atty-in-fact or Agent's Signature)

JAN 19 1983
(Date)

(Date Signed)

Effective date of lease: FEB 1 1983

390

FOR LESSEE

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000 upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein the lessee may file such other bond as the regulations may permit.

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

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

Rental (a) (ii) Beginning 6th Year, $3 per acre or Fraction Thereof.

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

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

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

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

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

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

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

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(2) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(3) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(4) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal land in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying or removing fossils, historic or prehistoric ruins, or artifacts, and upon any partial or total relinquishment or the termination or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic interest.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(s) *Deliver premises in case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights of way, including easements in tunnels upon, through, or in the leased lands or any part thereof, as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns and reserves the right to extract or have extracted any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process, save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated: it is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

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

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

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

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

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

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of Revised Statutes of the [redacted], as amended (41 . Sec. 22) and Secs. 4[redacted]433, Title 18 U.S. relating to contracts, e[redacted] form a part of this

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

District Manager (Address, include zip code)
District Manager
Bureau of Land Management
P. O. Box 1869
Rock Springs, WY 82901

Management Agency (name)

Address (include zip code)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the District Manager in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the District Manager may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Manager, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation. An environmental analysis will be made by the Bureau of Land Management in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of distrubed lands.

3. Upon completion of said environmental analysis, the District Manager as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

WY 3109-9 (Jan 1983)
(Replaces 3109-5)

NOTICE

Due to the enactment of Public Law 97-78, signed by the President November 16, 1981, this lease contains an additional term specifying the rights and obligations of an oil and gas lease issued subsequent to that Act. This term merely specifies what the impact of passage of that Act has done to a Federal oil and gas lease issued on or after November 16, 1981. In order to reduce the expense and delay involved in the execution of this additional term in the standard lease, we have included the clause and are hereby notifying you of its inclusion in the lease. This term simply states the provisions of law now that oil and gas and tar sands rights are subject to the same lease and preserves to the Department the right to approve or disapprove a plan of operations.

STIPULATION FOR NON-CONVENTIONAL OIL RECOVERY

"Under the provisions of Public Law 97-78, this lease includes all deposits of non-gaseous hydrocarbon substances other than coal, oil shale, or gilsonite (including all vein-type solid hydrocarbons). Development by methods not conventionally used for oil and gas extraction such as fire flooding and including surface mining will require the lessee to submit a plan of operations and will be subject to regulations governing development by such methods when those rules are issued by the Bureau of Land Management (BLM), [redacted] and the rules or procedures of the surface managing agency, if other than BLM. Development may proceed only if the plan of operations is approved."

30

Date

Signature

CULTURAL RESOURCES STIPULATION

The Federal surface management agency is responsible for assuring that the leased lands are examined to determine if cultural resources are present and to specify mitigation measures. Prior to undertaking any surface-disturbing activities on the lands covered by this lease, the lessee or operator, unless notified to the contrary by the authorized office of the surface management agency or BLM as appropriate, shall:

1. Contact [redacted] the appropriate BLM office on lands managed by BLM or the appropriate surface managing agency on lands where the surface is administered by such agency to determine if a site specific cultural resource inventory is required. If a survey is required, then;

2. Engage the services of a qualified cultural resource specialist acceptable to the Federal surface management agency to conduct an intensive inventory for evidence of cultural resource values;

3. Submit a report acceptable to the authorized officer of the surface management agency [redacted]; and

4. Implement mitigation measures required by the surface management agency to preserve or avoid destruction of cultural resource values. Mitigation may include relocation of proposed facilities, testing and salvage or other protective measures. Where impacts cannot be mitigated to the satisfaction of the surface managing agency, surface occupancy on that area must be prohibited.

The lessee or operator shall immediately bring to the attention of [redacted] the authorized officer of the Federal surface management agency or BLM any cultural resources or any other object of scientific interest discovered as a result of surface operations under this lease, and not disturb such discoveries until directed to proceed by the [redacted].

BLM

Date _____ Signature William E Calmore

No occupancy or other surface disturbance will be allowed within 500 feet of the Lehmer Ditch. This distance may be modified when specifically approved in writing by [redacted] the District Manager/Bureau of Land Management.

Date /

Signature

CONVEYANCE OF NET PROFITS

OVERRIDING ROYALTY INTEREST

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FEES $20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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[redacted] [redacted] [redacted]

CONVEYANCE OF NET PROFITS OVERRIDING ROYALTY INTEREST

WHEREAS, Pacific Enterprises Oil Company (USA), a California corporation ("Original Grantor"), is the owner of undivided interests in certain oil and gas properties defined herein as the Subject Properties; and

WHEREAS, Original Grantor desires to sell and convey to ISI No. 1 Limited Partnership, a Texas limited partnership ("Grantee"), and Grantee desires to purchase from Original Grantor, a Net Profits Overriding Royalty Interest (hereinafter defined) payable solely out of gross proceeds from the sale of Subject Hydrocarbons (hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Original Grantor does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY unto Grantee, its successors and assigns, effective as of the Effective Time (hereinafter defined) as a net profits overriding royalty interest (herein called the "Net Profits Overriding Royalty Interest"), ninety percent (90%) of the net profits, if any, calculated in the manner provided for herein, that are realized from the production and sale of Subject Hydrocarbons from and after the Effective Time.

TO HAVE AND TO HOLD the Net Profits Overriding Royalty Interest, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, subject, however, to the following terms and conditions:

ARTICLE I
Certain Definitions and References

Section 1.1. Certain Defined Terms. When used in this Conveyance, the following capitalized terms shall have the respective meanings assigned to them in this Section 1.1 or in the sections and subsections referred to below:

(a) "Acquisition Agreement" means the Acquisition Agreement dated December 23, 1987, between Grantee and Snyder Oil Company, as such agreement may be amended from time to time.

(b) "Affiliate" shall mean (i) any Person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of the WIO, (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the WIO, (iii) any Person directly or indirectly controlling, controlled by or under common control with the WIO, and (iv) any officer or director of the WIO or any Person described in subsection (iii) of this Section 1.1(b).

(c) "Business Day" means a day on which commercial banks in both Fort Worth, Texas and New York City, New York are open for business.

(d) "Conveyance" shall mean this Conveyance of Net Profits Overriding Royalty Interest.

(e) "Debit Balance" has the meaning given it in Section 2.5.

(f) "Effective Time" shall mean 6:59 a.m. local time at the respective locations of the Subject Properties on November 1, 1989.

(g) "Exploratory Well" shall mean a well drilled or deepened for the purpose of ascertaining the presence underground of an oil or gas reservoir which has not been previously discovered. Neither an outpost well (i.e., a well drilled in the hope of making a long extension of a partly developed or identified oil and gas reservoir) nor a step-out well (i.e., a well drilled as a step-out from proven territory in an effort to ascertain the extent and boundaries of a known oil or gas reservoir) will be deemed to be an Exploratory Well.

(h) "Grantee" shall mean ISI No. 1 Limited Partnership, a Texas limited partnership, and its successors and assigns; and, unless the context in which used shall otherwise require, such term shall mean any successor-owner at the time in question of any or all of the Net Profits Overriding Royalty Interest.

(i) "Gross Proceeds" shall have the meaning given it in Section 2.2.

(j) "Hydrocarbons" means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate and all other liquid hydrocarbons, associated gases, vaporous substances, or minerals produced from a well bore, and not including any products derived therefrom by manufacturing, processing, or refining operations.

(k) "Information" shall have the meaning given it in Section 7.3(a).

(l) "Management Overhead" means all internal general and administrative costs which the WIO incurs in operating and managing the Subject Properties. The WIO shall determine the amount of Management Overhead to be charged to the Net Profits Account under this Conveyance in good faith, on a basis supportable as to the reasonableness of the amount so charged, and in accordance with the WIO's usual corporate procedures consistently applied. In no event shall the WIO charge the Net Profits Account in such a manner as to receive duplicate reimbursement from the Grantee for the same services under this Conveyance and any other agreement between WIO and Grantee, or any Affiliate of either of them.

(m) "Manufacturing Costs" means the costs of Processing any Subject Hydrocarbons that generate Manufacturing Proceeds.

(n) "Manufacturing Proceeds" means the excess of (i) proceeds realized from the sale of Subject Hydrocarbons, or products thereof, that are the result of any Processing over (ii) the part of such proceeds that represents the Market Value at the wellhead of such Subject Hydrocarbons before any Processing.

(o) "Market Value" of any Subject Hydrocarbons shall mean:

(i) With respect to crude oil, field condensate and other field liquids, (A) the highest price available to WIO for such crude oil or field liquids, at the lease level, on the date of delivery, pursuant to a bona fide offer, posted price or other generally available marketing arrangement from or with a Non-Affiliate purchaser, or (B) if no such offer, posted price or arrangement is available, the fair market value of such crude oil or field liquids, on the date of delivery, at the lease level, determined in accordance with other generally accepted and usual industry practices;

(ii) With respect to any gas, gaseous substances, and other vaporous Hydrocarbons, (A) the highest price available to WIO for such gas at the wellhead, on the date of delivery, pursuant to a bona fide offer or other generally available marketing arrangement with a purchaser who is not an Affiliate but, for any gas subject to price restrictions established, prescribed or otherwise imposed by any governmental authority having jurisdiction over the sale of such gas, no more than the highest price permitted for such category or type of gas after all applicable adjustments (including, without limitation, tax reimbursement, dehydration, compression and gathering allowances, inflation and other permitted escalations), or (B) if subsection (ii)(A) above is not applicable, the fair market value of such gas or substances, on the date of delivery, at the lease level, determined in accordance with other generally accepted and usual industry practices; and

(iii) With respect to any other minerals, (A) the highest price any Non-Affiliate is paying for like substances of similar quality under similar terms and conditions at the delivery point of such minerals under a bona fide arms-length contract contemporaneously entered into, or (B) if no such contract exists, the highest price any Non-Affiliate is paying to purchase such type of mineral under a bona fide arm's-length contract contemporaneously entered into at the nearest point at which such type of mineral is being delivered (adjusted appropriately to take into account any differences in prices between the respective delivery points which are fairly attributable to delivery costs).

(p) "Net Profits Account" shall have the meaning assigned to it in Section 2.1.

(q) "Net Profits Overriding Royalty Interest" shall mean the Net Profits Overriding Royalty Interest created by this Conveyance and shall include all of the rights, titles and interests of Grantee provided for herein.

(r) "Non-Affiliate" shall mean with respect to the WIO, any person who is not an Affiliate of the WIO.

(s) "Original Grantor" shall mean the Person named in the preamble of this Conveyance as the Original Grantor (including, without limitation, Terra Resources, Inc., Sabine Corporation, Pacific Lighting Corporation and any other corporate predecessors who have held title to the Subject Properties), but shall not refer to any successor-owner of any or all of the Subject Properties.

(t) "Partnership Agreement" means the Agreement of Limited Partnership pursuant to which Grantee was created, as such Agreement may be amended from time to time.

(u) "Permitted Encumbrances" means any of the following:

[redacted] [redacted] [redacted]

(1) Terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the Subject Properties and other documents which create or reserve to the Original Grantor its interest in any of the Subject Properties; provided, that the same do not materially and adversely affect the operation or value of any Interest;

(2) Royalties, overriding royalties, division orders, reversionary interests, production payments, net profits interests and similar burdens affecting any of the Subject Properties as of the date of this conveyance;

(3) Liens for taxes and assessments not yet delinquent;

(4) Inchoate statutory or operators' liens securing obligations for labor, services, materials and supplies furnished to the Subject Properties, which are not delinquent and which will be paid or discharged in the ordinary course of business, and mechanic's and materialman's statutory liens resulting from the delinquency of a third party operator unaffiliated with the Original Grantor or an oil and gas contractor unaffiliated with the Original Grantor, where, as a matter of law, such liens do not encumber the Subject Properties;

(5) Conventional rights of reassignment prior to surrender or relinquishment of any of the Subject Properties, if the exercise of such right has no material adverse effect on the value or operation of the Subject Property affected;

(6) Easements, rights-of-way, servitudes, permits, surface leases and other rights in respect to service operations, pipelines, logging, canals, ditches, reservoirs or the like; conditions, covenants or other restrictions; and easements of streets, alleys, highways, pipelines, telephone lines, power lines, railways and other easements or rights-of-ways on, over or with respect to any of the Subject Properties which do not materially affect the operation or value of such Subject Properties;

(7) Rights reserved to or vested in any municipality or governmental, statutory or public authority to control or regulate the Subject Properties, and all applicable laws, rules and orders of governmental authority having jurisdiction over the Subject Properties;

(8) All rights of consent by, required notices to, filings with or other actions by governmental or tribal entities in connection with the sale or conveyance of oil and gas leases or interests therein, if the same are customarily obtained contemporaneously with or subsequent to such sale or conveyance, provided that such consents are obtained within a reasonable period of time following the Effective Time but not to exceed 180 days following the Effective Time;

(9) Existing operating agreements, unit agreements, gas purchase or sale contracts, gas balancing agreements and any and all other agreements which are customary in the oil and gas exploration, development, production or extraction business or in the business of processing of gas and gas condensate of production for the extraction of proper products therefrom;

(10) Any rights in the Subject Properties existing in favor of third parties, to the extent that the interest therein of such third parties, whether transferred now or in the future to such third parties in accordance with their rights, will not have a material adverse effect on the operation of the Subject Properties affected;

(11) Those certain calls on oil production described in the Purchase and Sale Agreement dated October 13, 1989, as amended, among SOCO and Original Grantor, among others, including but not limited to that call in favor of Farmland Industries, Inc. pursuant to that Agreement For Preferential Right to Purchase Crude Oil executed the 28th day of July 1983 between Farmland Industries, Inc., and Terra Resources, Inc.

(v) "Person" means any individual, estate, partnership, corporation, association, joint stock company, trust, or other entity.

(w) "Prime Rate" means the lower of (i) the interest rate announced from time to time by Citibank, N.A., New York City, New York as its prime interest rate, or (ii) the highest interest rate permitted by applicable law.

(x) "Processing" or "Processed" means to manufacture, fractionate or refine Subject Hydrocarbons, but such terms do not mean or include the use of normal lease or well equipment (such as dehydrators, gas treating facilities, separators, heater-treaters, lease compression

facilities, injection or recycling equipment, tank batteries, field gathering systems, pipelines and equipment and so forth) or other normal operations on any of the Subject Properties.

(y) "Production Sales Contracts" shall mean all contracts, agreements and arrangements for the sale or disposition of Subject Hydrocarbons, whether presently existing or hereafter created.

(z) "Proven Developed Reserves" means reserves that can be expected to be recovered from a Subject Property through existing wells, equipment and operating methods. Additional oil and gas reserves expected to be obtained through the application of fluid injection or other improved recovery techniques for supplementing the natural forces and mechanisms of primary recovery shall not be considered Proven Developed Reserves unless testing by a pilot project or the operation of an installed program has confirmed through production response that increased recovery will be achieved.

(aa) "Proven Reserves" means Proven Developed Reserves and Proven Undeveloped Reserves.

(bb) "Proven Undeveloped Reserves" means reserves that are expected to be recovered from a Subject Property from new wells on undrilled acreage, or from existing wells on the Subject Properties as of the Effective Time where a relatively major expenditure is required for completion. Oil and gas reserves on undrilled acreage considered to be Proven Undeveloped Reserves shall be limited to those drilling units offsetting productive units that are reasonably certain of production when drilled, unless, with respect to other units, it can be demonstrated that there is a continuity of production from the existing productive formation.

(cc) "SEC Value" of the Subject Properties (i) with respect to Proven Reserves underlying the Subject Properties, shall mean an amount, in the aggregate, computed by (A) applying current prices of oil and gas (with consideration of price changes only to the extent provided by contractual arrangements) to estimated future production of such Proven Reserves, (B) subtracting from such amount the estimated future expenditures (based on current costs) to be incurred in developing and producing such Proven Reserves, and (C) discounting the remainder to present value by an annual discount factor of 10%, all in accordance with the annual report of the WIO's engineers, to be delivered pursuant to Section 3.10 of this Conveyance; and (ii) with respect to assets other than such Proven Reserves, by the WIO in its discretion, exercised in good faith.

(dd) "Subject Hydrocarbons" means Hydrocarbons produced from or allocable to the Subject Properties after the Effective Time.

(ee) "Subject Properties" shall mean an undivided 70% interest in and to the following:

(1) the oil, gas or mineral properties which are described in Annex A;

(2) all rights, titles, interests and estates of the Original Grantor of whatever kind and character, including, without limitation, interests under oil, gas or mineral leases (whether or not such leases are described on Annex A), fee mineral interests, fee royalty interests, overriding royalties, production payments, reversionary interests (whether leasehold or otherwise) and other interests in and to the lands described in Annex A (or otherwise described, identified or referred to in any of the leases or other instruments described in Annex A), even though such interest of the Original Grantor may be incorrectly described in, or omitted from, Annex A, but excluding interests in such leases retained by the Original Grantor; and

(3) all rights, titles and interests of the Original Grantor in and to all presently existing (or hereafter created) oil, gas or mineral unitization, pooling, and communitization agreements, declarations and orders (including, without limitation, all amendments or modifications thereto) relating to the properties described in subsections (1) and (2) above, and in and to the properties covered and the units created thereby (including all units formed under orders, regulations, rules, or other official acts of any governmental agency having jurisdiction, and including so-called "working interest units" created under operating or similar agreements).

Original Grantor is simultaneously conveying, subject to this Conveyance, 100% of its undivided interest in the Subject Properties to Snyder Oil Company or its affiliates ("SOCO"). The Net Profits to which Grantee shall be entitled hereunder shall be computed solely with respect to an undivided 70% interest in the Subject Properties. It is specifically understood and agreed that the remaining interest being conveyed to SOCO is excluded from the Subject Properties, and shall not be subject to this Conveyance, and that no part of Grantee's Net Profits is intended to be, or shall be, computed with reference to such remaining interest. Grantee shall execute, acknowledge, and deliver such instruments as SOCO may reasonably request to confirm the intent

of the parties that such remaining interest is excluded from the Subject Properties, and is not subject to this Conveyance.

(ff) "Tight Hole Restriction" shall have the meaning assigned to it in Section 7.3(b).

(gg) "WIO" means the owner of the operating interest in any of the oil, gas or mineral leases to the extent included in the Subject Properties.

Section 1.2. References and Titles. All references in this Conveyance to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Conveyance unless expressly provided otherwise. Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words "this Conveyance," "this instrument," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Conveyance as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. All references in this Conveyance to Annexes refer to annexes to this Conveyance unless expressly provided otherwise, and all such Annexes are hereby incorporated herein by reference and made a part hereof for all purposes.

ARTICLE II
Net Profits Account

Section 2.1. Establishment. The WIO shall establish and maintain a net profits account (herein called the "Net Profits Account") in accordance with sound and accurate accounting practices, consistent with the various provisions of this Conveyance. The WIO, at all times, shall keep true and correct books and records on a cash basis with respect thereto.

Section 2.2. Credits. The Net Profits Account shall be credited with the Gross Proceeds (hereinafter defined) from each sale or other disposition of Subject Hydrocarbons (but excluding any Subject Hydrocarbons which the WIO uses in operations on the Subject Properties, or which are unavoidably lost, as more particularly set forth in Section 2.2(g)) (the amounts to be credited to the Net Profits Account being collectively called the "Gross Proceeds"), subject to the following:

(a) Gross Proceeds shall include all proceeds actually received by the WIO from sales of Subject Hydrocarbons, including, without limitation (but subject to Sections 2.2(c) and 2.2(h)), advance payments and payments under take-or-pay and similar provisions of Production Sales Contracts, provided, however, that no amount shall be credited to the Net Profits Account for the delivery of "make-up" Subject Hydrocarbons, the sales proceeds of which had already been included in Gross Proceeds;

(b) If any proceeds are withheld from the WIO by a Non-Affiliate for any reason, such proceeds shall not be considered to be Gross Proceeds until such proceeds are actually received by the WIO; provided, however, that Gross Proceeds shall not include any interest, penalty, or other amount that is not derived from the sale of Subject Hydrocarbons, but, instead, the WIO shall make payment directly to Grantee of Grantee's allocable share of any such amounts paid to the WIO by the purchaser of Subject Hydrocarbons or any escrow agent;

(c) If a controversy or possible controversy exists (whether by reason of any statute, order, decree, rule, regulation, contract, or otherwise) as to the correct or lawful sales price of any Subject Hydrocarbons, or if any amounts received by the WIO as "advance," "take-or-pay," or "ratable take" payments are subject to refund to any purchasers of Subject Hydrocarbons (other than by delivery of "make-up" volumes of Subject Hydrocarbons at a future date), then amounts received by the WIO and promptly deposited by it with a Non-Affiliate escrow agent, to be placed in interest bearing accounts under usual and customary terms, shall not be considered to have been received by the WIO and shall not be included in Gross Proceeds until disbursed to the WIO by such escrow agent; provided, however, that Gross Proceeds shall not include any interest accrued thereon, but, instead, the WIO shall make payment directly to Grantee of Grantee's allocable share of any such interest disbursed to WIO by the escrow agent;

(d) Gross Proceeds relating to any non-consent operations conducted with respect to all or any part of the Subject Properties after the Effective Time shall be subject to Section 3.8;

(e) If any Subject Hydrocarbons shall be Processed before sale, the Gross Proceeds for such Subject Hydrocarbons shall be the Market Value thereof less the excess, if any, of

the Manufacturing Costs of such Processing over the Manufacturing Proceeds arising therefrom;

(f) Gross Proceeds shall include all amounts which the WIO receives as a result of the WIO's ownership of the Subject Properties, including ownership of any landowners, overriding and other royalty interests in the Subject Properties;

(g) Gross Proceeds shall not include any amounts for Subject Hydrocarbons unavoidably lost in production or used by the WIO in conformity with good oil field practices for development drilling and production operations (including without limitation gas injection, fuel, secondary or tertiary recovery, pressure maintenance, repressuring or recycling operations) conducted for the purpose of producing Subject Hydrocarbons from the Subject Properties, but only so long as such Subject Hydrocarbons are so used;

(h) If, as a result of (i) the occurrence of the bankruptcy or insolvency of a purchaser of the Subject Hydrocarbons, or (ii) any recoupment of take-or-pay prepayments previously received by the WIO, any amounts previously included as Gross Proceeds are, in fact, reclaimed from the WIO, then the Net Profits Account shall be debited in the amounts reclaimed as promptly as practicable following the WIO's payment thereof;

(i) Gross Proceeds shall not include any amount which the WIO shall receive as a bonus for any lease or payments made to the WIO in connection with the drilling or deferring of drilling of any well on any of the Subject Properties or in connection with adjustment of any well and leasehold equipment upon unitization of any of the Subject Properties; and

(j) Gross Proceeds shall not include any other amounts which are described in Section 2.4.

Section 2.3. Debits. The Net Profits Account shall be debited by an amount equal to the sum of the following:

(a) All direct costs (including, without limitation, capital costs) which are attributable to the Subject Properties (i) for all direct labor (including, without limitation, fringe benefits) and other services necessary for developing, operating, producing, reworking and maintaining the Subject Properties after the Effective Time, (ii) for dehydration, compression, separation, transportation and marketing of the Subject Hydrocarbons after the Effective Time (including, without limitation, any penalties imposed by pipelines for under- or overdeliveries of Subject Hydrocarbons), excluding, however, any Manufacturing Costs, and (iii) for all material, supplies, equipment and other personal property and fixtures purchased for use on, or in connection with, any of the Subject Properties after the Effective Time, including, without limitation (A) all amounts charged the WIO for conformance of investment if the Subject Properties or any part or parts thereof are hereafter from time to time unitized, (B) the costs of drilling, completing, testing, equipping, plugging back, reworking, recompleting and plugging and abandoning any well on the Subject Properties, whether or not such well is a producer or is abandoned as a dry hole or junked, (C) the cost of constructing gathering facilities, dehydrators, gas treating facilities, separators, heater-treaters, lease compression facilities, injection or recycling equipment, tank batteries, and other production and delivery facilities on the Subject Properties (subject to Section 2.3(c)), and (D) the cost of secondary recovery, pressure maintenance, repressuring, recycling and other operations conducted for the purpose of enhancing production; provided, however, that for those items of cost which are generally defined under the terms of an operating agreement, the debits made to the Net Profits Account pursuant to this subsection (and, to the extent applicable, pursuant to the other provisions of this Conveyance) with respect to any Subject Property shall be made on the same basis as such costs are charged under the operating agreement applicable to such Subject Property at the time the transaction giving rise to such debit occurred, except that (1) if a Subject Property is operated at such time by a Non-Affiliate but is not subject to an operating agreement, such debit shall be made on the same basis as the WIO is charged by such Non-Affiliate, (2) if the WIO or any Affiliate of the WIO is designated or acts as operator of any Subject Property and no operating agreement exists, the costs (including overhead charges) debited to the Net Profits Account with respect to such Subject Property shall not exceed the charges provided for in the Accounting Procedure attached hereto as Annex B, and (3) if the WIO or any Affiliate of the WIO is designated or acts as operator of any Subject Property, costs debited to the Net Profits Account shall be determined under the operating agreement in existence at the time WIO acquired such Property, except that the operator's overhead charges debited to the Net Profits Account shall not exceed the overhead charges provided for in the Accounting Procedure attached hereto as Annex B;

[redacted] [redacted] [redacted]

(b) The costs (including, without limitation, outside legal, accounting, and engineering services) of (i) handling, investigating, or settling litigation, administrative proceedings and claims (including but not limited to title curative matters), and (ii) payment of judgments, penalties, refunds, and other liabilities, including, without limitation, interest thereon (and specifically including amounts paid as a refund, penalty or interest because the amount initially received by the WIO (or a predecessor in interest of the WIO) as a sales price of Subject Hydrocarbons was more, or allegedly more, than permitted by the terms of any applicable statute, regulation, order, decree, or other obligation, provided, however, that such amounts were previously included in Gross Proceeds or relating to the period from June 1, 1989 until the Effective Time) incurred by the WIO (and not paid or reimbursed under insurance maintained by the WIO as set forth in Section 2.3(6)) and involving any of the Subject Properties, and attributable or incidental to the development, operation, or maintenance of the Subject Properties, the production of Subject Hydrocarbons, or to the WIO's interpretation or application of rules, rulings, regulations, or orders of any governmental agency (including, without limitation, the Department of Energy, the Federal Energy Regulatory Commission, or predecessor or successor agencies) to the extent that such costs were not the result of the WIO's gross negligence or willful misconduct, except that there shall not be debited to the Net Profits Account any expenses incurred by the WIO in connection with any dispute arising hereunder between the WIO and Grantee or amounts paid by the WIO to Grantee pursuant to a final order entered by a court of competent jurisdiction resolving any such claim or dispute or amounts paid by the WIO to Grantee in connection with the settlement of any such claim or dispute;

(c) All taxes (except income, transfer, inheritance, estate, franchise and like taxes incurred by the WIO with respect to the ownership of the Subject Properties after the Effective Time, including, without limitation, production, severance, or excise and other taxes assessed against, or measured by, the production of (or the proceeds or value of production of) Subject Hydrocarbons, occupation taxes, sales and use taxes, and ad valorem taxes assessed against or attributable to the Subject Properties or any non-Processing equipment located on any of the Subject Properties;

(d) Casualty losses affecting the Subject Properties (if such losses were not the result of WIO's gross negligence, willful misconduct, or failure to comply with the requirements of Section 3.3), insurance premiums attributable to the Subject Properties paid by the WIO for insurance actually carried for periods after the Effective Time with respect to the Subject Properties, or any non-Processing equipment located on any of the Subject Properties, or incident to the development, operation or maintenance of the Subject Properties after the Effective Time; it being recognized that (i) the WIO may carry insurance in lieu of or in addition to that provided for in operating agreements covering the Subject Properties or that required under Section 3.3, and that the cost of such insurance shall be an appropriate debit to the Net Profits Account, and (ii) where the coverage is general in nature, or relates to a group of properties (or more than one interest in the same property), only that portion which is reasonably allocated to the Subject Properties shall be debited hereunder;

(e) All amounts attributable to the Subject Properties (to the extent attributable to periods after the Effective Time) and consisting of (i) rent and other consideration paid for the use or damage to the surface, (ii) rentals, shut-in gas well royalties, overriding royalties, minimum royalties and similar payments payable pursuant to the provisions of agreements in force and effect and amended without breach of the terms of this Conveyance, and (iii) costs of extending or renewing leases;

(f) Amounts attributable to the Subject Properties (and attributable to periods after the Effective Time) and charged as overhead charges specified in applicable operating agreements now or hereafter covering the Subject Properties subject, however, to Section 2.3(a);

(g) All amounts reasonably necessary to reimburse the WIO for Management Overhead which it incurs in managing the Subject Properties, provided that, for any calendar year, debits to the Net Profits Account on account of Management Overhead may not exceed 1% of the SEC Value of the Subject Properties as of the beginning of such year (or as of the date of acquisition of such Properties, if acquired during such year);

(h) Interest on the Debit Balance as provided in Section 2.5;

(i) If as a result of the occurrence of the bankruptcy or insolvency or similar occurrence of the purchaser of Subject Hydrocarbons any amounts previously included in Gross Proceeds are reclaimed from the WIO or its representative, then the amounts so reclaimed, which shall be debited as promptly as practicable following the WIO's payment thereof;

(j) If the WIO shall be a party as to any non-consent operations conducted with respect to all or any of the Subject Properties after the Effective Time, all costs to be debited to the Net Profits Account with respect thereto shall be governed by Section 3.8; and

(k) Except as otherwise provided elsewhere in this Conveyance, all other direct expenditures attributable to the Subject Properties paid or reasonably incurred by the WIO after the Effective Time for the necessary or proper development, operation and maintenance, after the Effective Time, of the Subject Properties, including, without limitation, the annual engineers' report referred to in Section 3.10(b).

Notwithstanding the foregoing provisions of this Section or anything else to the contrary contained in this Conveyance, the amounts debited to the Net Profits Account shall not include any of the following:

(1) Any amount which has also been used to reduce the amount of the Subject Hydrocarbons or Gross Proceeds or has otherwise not been included therein including, without limitation, royalties, overriding royalties, production payments and other charges burdening the Subject Properties at the Effective Time, production, severance, excise, windfall profit and other taxes and any other amounts deducted, withheld or paid by any other Person;

(2) Any overriding royalty, production payment or other charge burdening the Subject Properties which was created by the WIO after the Effective Time;

(3) Any Manufacturing Costs (other than as provided for in Section 2.2(e)) or costs of acquiring, constructing, operating or maintaining any facility, plant, transmission pipeline, or equipment for the sole purpose of Processing any Subject Hydrocarbons, or any other oil, gas or minerals;

(4) Any expenses and any penalties, interest or other similar charges which result from the failure of the WIO to discharge all costs and expenses (including taxes) of developing, operating and maintaining the Subject Properties provided, however, that the WIO may deduct such costs and expenses and any penalties, interest or similar charges relating to them if the WIO contested such costs and expenses in good faith and by appropriate proceedings;

(5) Subject to Section 2.3(b), any damages, penalties, interest or other similar charges paid by the WIO to any third party or governmental agency, commission or similar body arising from any conduct or omission by the WIO in its capacity as operator of any of the Subject Properties and any costs and expenses (including attorneys' fees) in defending any such action unless such charges, costs and expenses are properly chargeable to all working interest owners under an operating agreement to which all or part of the Subject Properties are subject;

(6) Any costs, expenses and damages incurred by the WIO as a result of the failure of the WIO to obtain or carry the types or amounts of insurance coverage agreed upon by the WIO and Grantee in accordance with Section 3.3, but all costs, expenses and damages which are subject to deductible amounts under any such insurance coverage shall be charged to the Net Profits Account to the extent such deductible amounts have been agreed to by Grantee in accordance with Section 3.3; and

(7) Unless Grantor and Grantee otherwise agree, any costs relating to the drilling, deepening, completing, testing, equipping, plugging or abandoning of any Exploratory Well (including without limitation any seismic, geological or geophysical operations relating to the search for Subject Hydrocarbons not previously discovered or any payments made by WIO to others in the area of any Subject Properties in connection with the drilling or proposed drilling of any Exploratory Well such as dry hole and bottom hole contributions), unless such costs do not exceed, for the life of the Subject Properties, the lesser of (i) 3% of the Acquisition Costs (as defined in the Acquisition Agreement) paid by the Grantee for this Net Profits Overriding Royalty Interest, or (ii) $300,000.

Section 2.4. Reduction of Debits. The debits to the Net Profits Account provided for in Section 2.3 shall be reduced by the following:

(a) The gross proceeds received by the WIO from the sale after the Effective Time, or, if disposed of after the Effective Time by the WIO other than by sale, the then current fair market value of any materials, supplies, equipment and other personal property or fixtures, or any part thereof or interest therein, located on or used in connection with

the Subject Properties, including, without limitation, all amounts attributable thereto which are received by the WIO by way of conformance of investment in personal property and equipment if the Subject Properties or any part or parts thereof are hereafter from time to time unitized, provided that the reductions to debits made pursuant to this subsection shall be effected on the same basis as the transactions giving rise to such reductions are accounted for under any operating agreement applicable thereto, except that (i) in the event a Subject Property is operated at such time by a Non-Affiliate but is not subject to an operating agreement, such reduction shall be made on the same basis as the WIO is paid or credited by such Non-Affiliate, and (ii) in the event the WIO or any of its Affiliates is designated or acts as operator of any Subject Property (whether or not an operating agreement exists), any debits so reduced with respect to such Subject Property shall not be reduced less than the amount provided for in the Accounting Procedure attached hereto as Annex B;

(b) The gross proceeds of all insurance received by the WIO the cost of which is charged to the Net Profits Account;

(c) The gross proceeds of all judgments and claims received by the WIO for damage which occurs after the Effective Time, to one or more of the following: the Subject Properties, or any part thereof or interest therein, any materials, supplies, equipment or other personal property or fixtures, or any part thereof or interest therein, located on or used in connection with any of the Subject Properties, or any Subject Hydrocarbons;

(d) All gross proceeds of, or from, each of the following amounts received by the WIO (to the extent attributable to periods after the Effective Time) with respect to the Subject Properties: (i) delay rentals, (ii) lease bonuses, (iii) shut-in gas well royalties or payments, (iv) rentals from reservoir use or storage, and (v) payments in connection with the drilling or deferring of drilling of any well on any of the Subject Properties;

(e If any Subject Hydrocarbons shall be Processed before sale, the excess, if any, of the Manufacturing Proceeds arising therefrom over the Manufacturing Costs of such Processing; and

(f) All other monies and things of value which are received by the WIO by virtue of the ownership after the Effective Time of the Subject Properties and the materials, supplies, equipment and other personal property and fixtures located on or used in connection with the Subject Properties;

provided that this Section 2.4 shall not operate to reduce any debits on account of (i) any amounts paid by third Persons to the WIO as operator under any operating agreement now or hereafter in force covering any of the Subject Properties to reimburse or compensate the WIO as operator for costs incurred or services performed for the account or benefit of such third Persons, and (ii) any amount to which the WIO is entitled by virtue of a judgment of a court of competent jurisdiction resolving a dispute hereunder between Grantee and the WIO in favor of the WIO, or any amount paid to the WIO in settlement of such dispute.

Section 2.5. Accounting. All debits to the Net Profits Account which are attributable to costs and expenses paid by the WIO during a calendar month up to and including the last day of such calendar month shall be debited against the Net Profits Account as of the last day of such calendar month; provided that such debits shall be reduced (and not debited to the Net Profits Account) by the sum of (a) the aggregate of all amounts provided for in Section 2.4 which have been received by the WIO from and after the Effective Time up to and including the last day of such calendar month and which have not previously been used to reduce such debits, and (b) interest on the unused balance of subsection (a) immediately above (if any from time to time), at the Prime Rate compounded monthly as of the last date of each calendar month, which has accrued from and after the Effective Time and has not previously been used to reduce such debits; and provided further that any such debits or reduction amounts which do not (and will not) result from payments to third Persons or to the WIO shall be debited against the Net Profits Account or used (or shall be available for use) to reduce such debits, as the case shall be, as of the last day of the calendar month in which they arise. After such debits have been so reduced and so made for a given calendar month, all credits to the Net Profits Account which are actually received by the WIO during a calendar month up to and including the last day of such calendar month shall be credited to the Net Profits Account as of the last day of such calendar month; provided that any such credits which do not (and will not) result from credits given by or payments from third parties shall be credited to the Net Profits Account as of the last day of the calendar month in which they would normally have been received had they resulted from payments from third Persons. The total net profits realized from the Subject Properties (or the total net losses, as the case may be) shall be determined after the applications and calculations provided for above have been made by the WIO. If, after all such reductions,

debits and credits have been made to the Net Profits Account for a given calendar month, there remains a deficit balance in the Net Profits Account ("Debit Balance"), then an amount shall be computed equal to interest on the amount of such Debit Balance, at the greater of (i) the highest rate of interest paid by the WIO on its corporate indebtedness, or (ii) Prime Rate plus 2%, compounded monthly, as such rate may be determined from time to time (provided, however, that such rate shall not exceed the highest rate permitted by applicable law) for the period between the last day of such calendar month and the last day of the next calendar month, which amount shall, on the last day of the next calendar month, be carried forward and charged to the Net Profits Account in the same manner as other charges to the Net Profits Account for such calendar month. Grantee shall participate in ninety percent (90%) of the net profits derived from the Subject Properties, as herein provided, only after and while all debits properly debited against the Net Profits Account (and after reduction of such debits by the amounts provided for in Section 2.4) shall have been offset by credits to the Net Profits Account and a credit balance shall exist in the Net Profits Account. It is understood and agreed that (i) the amounts provided for in Section 2.4 shall be taken into account solely to reduce debits to the Net Profits Account and that Grantee shall have no right, title or interest therein and that all payments made to Grantee on account of the Net Profits Overriding Royalty Interest shall be made entirely and exclusively out of Subject Hydrocarbons, and (ii) nothing in this Article II or in any other provision of this Conveyance shall be interpreted or applied in any manner that shall ever require or permit any duplication of all or any part of any credit or charge to the Net Profits Accounts with respect to the same transaction.

Section 2.6. Payments. On or before the 25th day of each calendar month, the WIO shall furnish to Grantee a detailed statement clearly reflecting the condition of the Net Profits Account as of the close of business on the last day of the preceding calendar month, and clearly reflecting (with sufficient description so that Grantee can identify such items) those items which have given rise to reductions, debits and credits to the Net Profits Account during such month and clearly reflecting for the Subject Properties the quantities of Subject Hydrocarbons produced therefrom during the month covered by such statement, the volumes of such production sold, the prices at which such volumes were sold, and the taxes paid with respect to such sales. Any deficit reflected by any such statement shall be carried forward for the next and succeeding months until such deficit has been wiped out and liquidated. In case a net profit is reflected by any such statement and subject to adjustment pursuant to Section 2.7, the WIO shall pay Grantee an amount equal to ninety percent (90%) of the amount of such net profit (or, if requested in writing at least five Business Days before payment is due, at any time by Grantee, paid by bank wire transfer to such bank and account designated in writing by Grantee), and the WIO shall be credited with the remaining ten percent (10%) thereof, so as to extinguish any net profit.

Section 2.7. Overpayment. If at any time the WIO inadvertently pays Grantee more than the amount then due with respect to the Net Profits Overriding Royalty Interest, then the WIO may, at its option, (a) reduce the amount or amounts otherwise payable for any subsequent period or periods by the amount of such overpayment, plus interest computed at the Prime Rate, on the unrecovered balance of such overpayment until such amount is paid, or (b) require Grantee to repay the amount of such overpayment, plus interest computed at the Prime Rate on the unrecovered balance of such overpayment until such amount is paid, in immediately available funds within five Business Days after notifying Grantee of such overpayment.

Section 2.8. Past Due Payments. Any amount not paid by the WIO to Grantee with respect to the Net Profits Overriding Royalty Interest when due shall bear, and the WIO hereby agrees to pay, interest on such amount at the Prime Rate from the due date until such amount has been paid.

ARTICLE III
Operation of Subject Properties

Section 3.1. Prudent Operator Standard. The WIO (subject to the terms and provisions of any applicable operating agreements, other agreements affecting any of the Subject Properties or the Subject Hydrocarbons (including, without limitation, the Production Sales Contracts) and the Permitted Encumbrances and subject to the other provisions of this Conveyance) shall have exclusive charge, management and control of all operations to be conducted on the Subject Properties (including, without limitation, the right to amend the Production Sales Contracts or any other agreements affecting the Subject Properties or the Subject Hydrocarbons), and may take any and all actions which a reasonably prudent operator would deem necessary or advisable in the management, operation and control thereof; provided, however, that the WIO shall have no charge, management or control of or with respect to the Net Profits Overriding Royalty Interest, but instead such charge, management and control shall be vested solely in Grantee. The WIO shall promptly pay all costs and expenses, unless the same are being contested in good faith and by appropriate proceedings, before the same are delinquent, including, without limitation, all

taxes and all costs, expenses and liabilities for labor, materials and equipment incurred in connection with the Subject Properties and all obligations to the holders of royalty interests and other interests affecting the Subject Properties. As to those of the Subject Properties as to which the WIO is not the operator, the WIO shall take all such action and exercise all such rights and remedies as are reasonably available to it to cause the operator to so develop, maintain and operate such Subject Properties, provided that the WIO shall never be obligated to incur any costs or expenses not properly debited to the Net Profits Account in taking such actions or exercising such rights and remedies. It is expressly understood that the powers given to the WIO in the first sentence of this Section shall include the right of the WIO subject to Section 3.8 to elect to participate, or not participate, in drilling, reworking, plugging back, deepening, sidetracking or completing of a well, or in other operations, including, but not limited to, operations in connection with secondary or tertiary recovery proposed to be conducted on the Subject Properties.

Section 3.2. Sales of Subject Hydrocarbons. The WIO shall have the obligation to market or cause to be marketed the Subject Hydrocarbons in accordance with reasonable and prudent business judgment and sound oil field practices and on such terms and conditions as the WIO shall determine to be in the best interests of Grantee; provided, however, that all such sales of Subject Hydrocarbons shall be upon terms and conditions at least as favorable as the WIO obtains for its own share of Hydrocarbons produced from the lands included in the Subject Properties. Sales of Subject Hydrocarbons to Affiliates are prohibited, unless the Grantee otherwise agrees. The WIO will exercise all reasonable diligence to perform all obligations binding on it under Production Sales Contracts and to enforce the performance of the obligations of third parties thereunder; provided, however, that (x) the WIO shall not be obligated to incur any costs or expenses in enforcing the performance of such obligations, and (y) the WIO shall have no liability for the performance of the obligations of any purchaser of Subject Hydrocarbons in the absence of willful misconduct on the part of the WIO. Except as explicitly set forth in Section 3.2(ii), as to any third Person, all acts of the WIO in marketing the Subject Hydrocarbons and all Production Sales Contracts executed by the WIO, including, without limitation, any amendments thereof, shall be binding on Grantee and the Net Profits Overriding Royalty Interest; it being understood that the right and obligation to market the Subject Hydrocarbons is at all times vested in the WIO and Grantee does not have any such right or obligation or any possessory interest in all or any part of the Subject Hydrocarbons. Accordingly, it shall not be necessary for Grantee to join in any new Production Sales Contracts or any amendments to existing Production Sales Contracts.

Section 3.3. Insurance. The WIO shall obtain or cause to be obtained (and maintain or cause to be maintained during the economic life of the Subject Properties) insurance coverage in such amounts, with provisions for such deductible amounts and for such purposes as are described in Annex C hereto, unless the WIO and Grantee otherwise agree in writing.

Section 3.4. Contracts with Affiliates. To the extent not provided for in any applicable operating agreement or the Accounting Procedure attached hereto as Annex B, the WIO may perform services and furnish supplies and equipment with respect to the Subject Properties, provided that the amount of compensation, price or rental that can be charged to the Net Profits Account therefor must be no less favorable than those available from Non-Affiliates in the area engaged in the business of rendering comparable services or selling or leasing comparable equipment and supplies which could reasonably be made available to the Subject Properties.

Section 3.5. Government Regulation.

(a) All obligations of the WIO hereunder shall be subject to all applicable federal, state, and local laws, rules, regulations and orders (including those of any applicable agency, board, official or commission having jurisdiction). Rates permitted under the Natural Gas Policy Act of 1978 and any other applicable statute or law, and the rules and regulations thereunder, to be paid for Subject Hydrocarbons shall be controlling if lower than prices established in Production Sales Contracts or required hereunder. The WIO shall make all filings with all applicable agencies, boards, officials and commissions having jurisdiction with respect to the marketing of the Subject Hydrocarbons and the terms and conditions under which Subject Hydrocarbons may be sold, such that the WIO shall be in material compliance with all material federal, state, and local laws, rules, regulations and orders.

(b) The provisions of 43 C.F.R. § 3103.3-3 being recognized, it is agreed that should the provisions thereof (or provisions of any successor regulations, any similar regulations of any other governmental body, or any similar provisions in private contracts) become applicable to the Net Profits Overriding Royalty Interests, and so long as such regulation (or other regulations or provisions) remains in force and effect with respect to any Subject Property so as to, in effect, limit the portion of the Subject Hydrocarbons produced from the lands and depths covered by such Subject Property which may be attributable to the Net Profits Overriding Royalty Interest, the Net Profits Overriding Royalty Interest shall, as to such Subject

Property, and for the period of time during which such regulation (or other regulations or other provisions) is applicable, be limited to the maximum amount of production from such lands and depths which can be attributed to the Net Profits Overriding Royalty Interest under such regulation (or such other regulations or provisions); provided, however, that the portion of production from lands and depths covered by other Subject Properties which would be attributable to the Net Profits Overriding Royalty Interest in the absence of the provisions of this Section shall be increased, to the maximum extent practicable (and, if necessary, to 100% of the production attributable to such Subject Properties), so as to cause, to the maximum extent possible, Grantee to receive, by virtue of ownership of the Net Profits Overriding Royalty Interest, the same amount as Grantee would have received had the aforementioned regulation (or other regulations or other provisions) not reduced the share of production from the aforementioned Subject Property with respect to which the Net Profits Overriding Royalty Interest could be paid; provided, however, that the Gross Proceeds from all Subject Properties minus all amounts attributable to the Net Profits Overriding Royalty Interest shall not be reduced to a lesser amount than it would have been in the absence of the provisions of this Section.

Section 3.6. Abandonments. The WIO shall have the right without the joinder of Grantee to release, surrender or abandon its interest in the Subject Properties, or any part thereof, or interest therein even though the effect of such release, surrender or abandonment will be to release, surrender or abandon the Net Profits Overriding Royalty Interest the same as though Grantee had joined therein insofar as the Net Profits Overriding Royalty Interest covers the Subject Properties, or any part thereof or interest therein, so released, surrendered or abandoned by the WIO. However, the WIO shall not release, surrender or abandon any Subject Property unless the WIO has determined in good faith that such Subject Property will no longer produce in paying quantities. If requested to do so by the Grantor, the Grantee will join in the execution of any document reasonably necessary to evidence the release of the interest so abandoned from the Net Profits Overriding Royalty Interest. If the WIO wishes to reacquire the interest so abandoned within one year of the release of the Net Profits Overriding Royalty Interest with respect to such abandoned interest, WIO shall provide Grantee with not less than 30 days' written notice of such reacquisition, giving a description of the interest proposed to be acquired, and its purchase price. The Grantee may elect to purchase such interest on the terms specified in the WIO's notice by written notice to the WIO given within 10 days of the Grantee's receipt of such notice. The Grantee shall be deemed to have waived its rights under this Section 3.6 if it fails to respond to such notice within the 10-day period prescribed above, and the WIO may acquire such interest for its own account.

Section 3.7. Pooling and Unitization.

(a) Certain of the Subject Properties may have been pooled or unitized for the production of oil, gas or minerals prior to the Effective Time or, after the Effective Time, may be so pooled or unitized pursuant to Section 3.7(b). Such Subject Properties are and shall be subject to the terms and provisions of such pooling and unitization agreements, and the Net Profits Overriding Royalty Interest in each such Subject Property shall apply to (and the term "Subject Hydrocarbons" shall include) the production from such units which is attributable to such Subject Property (and the Net Profits Account shall be computed giving consideration to such production and costs, expenses, charges and credits attributable to such Subject Property) under and by virtue of the applicable pooling and unitization agreements.

(b) Without the joinder of Grantee with respect to the Net Profits Overriding Royalty Interest (which joinder shall not be unreasonably withheld), the WIO shall not have the right and power to unitize, pool or combine the lands covered by the Subject Properties, or any portion or portions thereof, as to oil or gas, and other minerals produced in association therewith, or any one or more of them, with any other land or lease so as to create one or more unitized areas (or, with respect to unitized or pooled areas theretofore created, to dissolve the same or to amend or reconfigure the same to include additional acreage or minerals or to exclude acreage or substances). If pursuant to any law, rule, regulation or order of any governmental body or official, any of the Subject Properties are pooled or unitized in any manner, or if Grantee has joined or agreed to any pooling or unitization, the Net Profits Overriding Royalty Interest insofar as it affects such Subject Property shall also be pooled and unitized, and in any such event the Net Profits Overriding Royalty Interest shall apply to (and the term "Subject Hydrocarbons" shall include) the production which accrues to such Subject Property under and by virtue of such pooling and unitization arrangements and the Net Profits Account shall be computed giving consideration to such production and costs, expenses, charges and credits attributable to such Subject Property.

Section 3.8. Non-Consent Operations.

(a) If the WIO elects to be a non-participating party with respect to any drilling, deepening, plugging back, reworking, sidetracking, completion or other operation on any Subject

Property or elects to be an abandoning party with respect to a well located on any Subject Property, the consequence of which election is that the WIO's interest in such Subject Property or part thereof is temporarily (i.e., during a recoupment period) or permanently forfeited to the parties participating in such operations, or electing not to abandon such well, then the costs and proceeds attributable to such forfeited interest shall not, for the period of such forfeiture (which may be a continuous and permanent period), be debited or credited to the Net Profits Account and such forfeited interest shall not, for the period of such forfeiture, be subject to the Net Profits Overriding Royalty Interest.

(b) If the WIO elects to be a participating party to such a drilling, deepening, plugging back, reworking, sidetracking or completing (or other) operation, or elects to be a non-abandoning party with respect to such a well, and any other party or parties have elected not to participate in such operation (or have elected to abandon such well) with the result that (pursuant to an operating agreement or other agreement or arrangement, including without limitation, non-consent rights and obligations imposed by statute or regulatory agency) the WIO becomes entitled to receive, either temporarily (i.e., through a period of recoupment) or permanently, interests belonging to such other party or parties, then the costs and proceeds attributable to such non-participating parties interests to which the WIO becomes so entitled shall be paid and received by the WIO separately for its own account and shall not be debited and credited to the Net Profits Account.

(c) Notwithstanding anything to the contrary contained herein, the WIO shall not elect, as to any Subject Property, to be a non-participating party with respect to any operation contemplated in Section 3.8(a) in the event the WIO or any Affiliate of the WIO will also be a participating party in such operation.

Section 3.9. Renewals and Extensions of Leases. The Net Profits Overriding Royalty Interest shall apply to all renewals, extensions and other similar arrangements (or interests therein) of the oil, gas or mineral leases (or other determinable interests in oil, gas and other minerals) which are included (or interests in which are included) in Subject Properties, whether or not such renewals, extensions or arrangements have heretofore (whether or not described in Annex A) been obtained, or are hereafter obtained, by the WIO.

Section 3.10. Reports.

(a) The monthly statement to be provided Grantee pursuant to Section 2.6 shall show the costs which the WIO has incurred in managing, operating and developing the Subject Properties in addition to the quantities of Subject Hydrocarbons produced, the prices at which such quantities were sold, and the taxes paid with respect to such sales. Such statement shall be in form reasonably satisfactory to the WIO and Grantee, and shall contain such additional information as they may reasonably agree to include therein.

(b) On or before April 30 of each year, the WIO shall furnish Grantee a written engineers' report with respect to the Subject Properties prepared as of January 1 of the year in question. As soon after January 1 as practicable, the WIO shall submit a proposed format of such report, specifying the engineers who shall prepare such report. Grantee shall have the right to approve the engineers selected by the WIO, and, in the absence of such approval shall have the right to select the engineers who shall prepare the report. Netherland, Sewell & Associates, Inc., Williamson Petroleum Consultants, Inc., and Ryder Scott Company shall be deemed approved engineers hereunder, and the selection of such firms shall require no further consent on the part of Grantee. Such report shall be prepared in accordance with guidelines promulgated by the Securities and Exchange Commission in Regulation S-X or any successor regulation thereof.

Section 3.11. Other. Without limiting or modifying the generality of any of the foregoing, the WIO shall have the sole power to manage, operate and develop the Subject Properties, including but not limited to:

(a) the power to make all elections under applicable joint operating agreements and all decisions relating to drilling and other activities that may result in capital costs;

(b) the power to settle all litigation, administrative proceedings, or other disputes with Persons other than Grantee; and

(c) the power to borrow money necessary to fund the management, operation, or development of the Subject Properties, and to mortgage the WIO's interest in the Subject Properties to secure the repayment thereof if the WIO determines that such borrowing is necessary or desirable, provided, however, that the liens created by any such mortgage shall be subordinate to the Net Profits Overriding Royalty Interest in all respects, unless Grantee otherwise agrees. Nothing in this Section 3.11(c) shall be construed as preventing the WIO from mortgaging its interest in the Subject Properties to secure repayment of the WIO's general

corporate obligations to repay indebtedness owed to any third Person, provided, however, that, if the WIO defaults in the repayment of such indebtedness or in the performance of any other obligation in such mortgage, WIO shall promptly notify Grantee of such default, and Grantee or any Affiliate shall have the opportunity to acquire such interest on such terms and conditions as the parties may agree upon.

The WIO shall not use any proceeds from the sale of Subject Hydrocarbons for general corporate purposes, it being understood that such proceeds shall be deposited and shall remain in the WIO's trust account in accordance with its usual procedures pending determination of net profits hereunder.

ARTICLE IV
Nature of Net Profits Overriding Royalty Interest; No Grantee Liability

Section 4.1. Generally. The Net Profits Overriding Royalty Interest does not include any right, title or interest in and to any of the personal property, fixtures, structures or equipment now or hereafter placed on, or used in connection with, the Subject Properties and the Subject Hydrocarbons and the interest herein conveyed to Grantee is exclusively an interest in net profits, as herein defined and provided for, and Grantee shall look exclusively to proceeds from the sale of Subject Hydrocarbons for the satisfaction and realization of the Net Profits Overriding Royalty Interest.

Section 4.2. Person Liability of Grantee. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONVEYANCE, GRANTEE SHALL NEVER PERSONALLY BE RESPONSIBLE FOR PAYMENT OF ANY PART OF THE COSTS, EXPENSES OR LIABILITIES INCURRED IN CONNECTION WITH THE EXPLORING, DEVELOPING, OPERATING AND MAINTAINING OF THE SUBJECT PROPERTIES, AND THE WIO AGREES TO INDEMNIFY AND HOLD GRANTEE HARMLESS FROM AND AGAINST ALL SUCH COSTS, EXPENSES AND LIABILITIES (WITH SUCH INDEMNITY TO ALSO COVER ALL COSTS AND EXPENSES OF GRANTEE, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, WHICH ARE INCURRED INCIDENT TO THE MATTERS INDEMNIFIED AGAINST); PROVIDED HOWEVER, ALL SUCH COSTS AND EXPENSES SHALL, TO THE EXTENT THE SAME RELATE TO PERIODS AFTER THE EFFECTIVE TIME, NEVERTHELESS BE CHARGED AGAINST THE NET PROFITS ACCOUNT AS AND TO THE EXTENT HEREIN PERMITTED.

Section 4.3. Net Profits Overriding Royalty Interest Solely A Non-Operating Interest. IT IS THE EXPRESS INTENT OF THE WIO AND GRANTEE THAT THE NET PROFITS INTEREST SHALL CONSTITUTE (AND THIS CONVEYANCE SHALL CONCLUSIVELY BE CONSTRUED FOR ALL PURPOSES AS CREATING) A NON-OPERATING INTEREST FOR ALL PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, THE WIO AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTEE HAS NO RIGHT OR POWER TO PARTICIPATE IN THE SELECTION OF A DRILLING CONTRACTOR, TO PROPOSE THE DRILLING OF A WELL, TO DETERMINE THE TIMING OR SEQUENCE OF DRILLING OPERATIONS, TO COMMENCE OR SHUT DOWN PRODUCTION, TO TAKE OVER OPERATIONS OR TO SHARE IN ANY OPERATING DECISION WHATSOEVER. THE WIO AND GRANTEE HEREBY EXPRESSLY NEGATE ANY INTENT TO CREATE (AND THIS CONVEYANCE SHALL NEVER BE CONSTRUED AS CREATING) A MINING OR OTHER PARTNERSHIP OR JOINT VENTURE.

ARTICLE V
Assignments

Section 5.1. Assignment by the WIO.

(a) Original Grantor shall be permitted to assign and transfer all of the Subject Properties as of the Effective Time to SCOO, and, in such event, Original Grantor shall have no obligations or liabilities under this Conveyance except (i) to account for proceeds from Subject Hydrocarbons produced after the Effective Time (which may be turned over to Snyder Oil Company), and (ii) those set forth in Section 9.5.

(b) Without the prior written consent of Grantee, the WIO shall not assign, exchange, sell, transfer or otherwise convey all or part of the Subject Properties. The WIO shall be permitted to assign, exchange, sell, transfer or otherwise convey all or part of any Subject Property, subject to the Net Profits Overriding Royalty Interest, to an Affiliate of the WIO ("Assignee Affiliate") for so long as such Assignee Affiliate shall remain an Affiliate of the WIO and provided that the WIO (or an Affiliate of the WIO, with the consent of the Grantee, which consent shall not be unreasonably withheld) shall guarantee the obligations of such Assignee Affiliate hereunder. Notwithstanding anything to the contrary in this Conveyance, the WIO shall be permitted to abandon Subject Properties in accordance with Section 3.6, and to mortgage the Subject Properties in accordance with Section 3.11(c).

Section 5.2. Assignment by Grantee. Grantee shall have the right to assign, exchange, sell, transfer or otherwise convey the Net Profits Overriding Royalty Interest in whole or in

part; provided, however, that (i) such assignment, exchange, sale, transfer or conveyance is made subject to this Conveyance in all respects, (ii) the assignee is a citizen of the United States, or a corporation, trust, or association organized under the laws of the United States, and otherwise qualified to own interests in Federal leases, and (iii) Grantee shall not assign, exchange, sell, transfer or otherwise convey any part of the Net Profits Overriding Royalty Interest unless the assignment, exchange, sale, transfer or conveyance affects an equal undivided interest in the Net Profits Overriding Royalty Interest attributable to all Subject Properties. If the Net Profits Overriding Royalty Interest created by this Conveyance shall ever be owned by more than one Person, such Persons shall designate, in writing delivered to the WIO, one Person as their agent to deliver and receive all communications on behalf of such Persons. The WIO shall never be obligated to deliver or receive communications under this Conveyance to or from more than one Person.

Section 5.3. Change in Ownership. No change of ownership or right to receive payment of the Net Profits Overriding Royalty Interest, or of any part thereof, however accomplished, shall be binding upon the WIO until notice thereof shall have been furnished by the Person claiming the benefit thereof, and then only with respect to payments thereafter made. Notice of sale or assignment shall consist of a copy of the recorded instrument accomplishing the same; notice of change of ownership or right to receive payment accomplished in any other manner (for example by reason of incapacity, death or dissolution) shall consist of copies of recorded documents and complete proceedings legally binding and conclusive of the rights of all parties. Until such notice shall have been furnished to the WIO as provided above, the payment or tender of all sums payable on the Net Profits Overriding Royalty Interest may be made in the manner provided herein precisely as if no such change in interest or ownership or right to receive payment had occurred. The kind of notice herein provided shall be exclusive, and no other kind, whether actual or constructive, shall be binding on the WIO.

Section 5.4. Assignments. Subject in all respects to Section 5.1, no disposition of the Subject Properties or any portion thereof or any well or wells comprising a unit or any portion thereof shall be effected unless and until it is made expressly subject to the provisions of this Conveyance and unless the Person to whom same is disposed expressly assumes, in a document delivered to Grantee, the covenants and warranties of the WIO to Grantee set forth in this Conveyance, to the extent that same are attributable to the period from and after the date on which the disposition in question occurs.

ARTICLE VI
Special Remedies of Grantee

Section 6.1. Special Remedies of Grantee. If and only if: (a) the WIO (i) files a petition in voluntary bankruptcy, (ii) seeks relief under any provision of any bankruptcy, reorganization, arrangement, or insolvency law, (iii) consents to the filing of any petition against it under any such law, (iv) has filed against it a petition under any bankruptcy, reorganization, arrangement, or insolvency law, which petition is not dismissed within 45 days after such filing, or (v) is adjudicated a bankrupt; or (b) the WIO fails to pay any portion of the net profits due Grantee hereunder, and such failure shall continue unremedied for a period of 30 days after delivery to the WIO of written notice from Grantee of Grantee's objection to such failure and Grantee's request that such failure be remedied; then Grantee, in addition to any other rights which Grantee may have at law or at equity, shall have the right (and is hereby granted such right) to the extent permitted by applicable law, to require any or all of the purchasers of production from Subject Properties to pay to Grantee or any trustee or paying agent designated by Grantee all or part of the proceeds of Subject Hydrocarbons. Such proceeds shall be used by Grantee or such trustee or paying agent to pay to Grantee all amounts to which Grantee is entitled by virtue of the Net Profits Overriding Royalty Interest and to reimburse Grantee for amounts reasonably expended in exercising such right and for all reasonable costs and expenses of any such trustee or paying agent and, where applicable, to pay Grantee interest as herein provided. Notwithstanding the right of Grantee to apply proceeds of production attributable to the WIO's interest in the Subject Properties to the liquidation of cost and expenses incurred by Grantee in connection with exercise of its rights under this Section, all reasonable expenses incurred by Grantee in the exercise of its rights under this Section shall be a demand obligation owing by the WIO to Grantee and shall bear interest each day from the date of such expenditure, or the making of such payment, by Grantee until paid at the Prime Rate. Upon the receipt from the WIO of proper and satisfactory evidence of the debits, reductions and credits to the Net Profits Account, Grantee or such trustee or paying agent shall pay to the WIO as provided in Section 2.6 the net amounts due to the WIO, if any, after making the payments then due to Grantee as provided for above in this Section and elsewhere in this Conveyance. Where Grantee or such trustee or paying agent does not have knowledge of any debt, reduction or credit or the exact amount thereof, Grantee or such trustee or paying agent shall be entitled to assume that such debit, reduction or credit does not exist until receiving actual notice thereof. In connection with any action taken by Grantee or such trustee or paying agent pursuant to this Section, Grantee or such trustee or paying agent shall not be liable for any

loss sustained by the WIO resulting from any act unless such loss is caused by the gross negligence or bad faith of Grantee or such trustee or paying agent. Except as otherwise provided in this Section 6.1, the WIO and Grantee shall have such remedies as they may be entitled to at law or in equity.

ARTICLE VII
Access to Information

Section 7.1. Access to Books and Records. In addition to any reports and information specifically required by the terms of this Conveyance, the WIO agrees to furnish to Grantee full information pertaining to the operation of the Subject Properties, at all reasonable times, and in such form, as Grantee may reasonably request. Subject to any restrictions on the WIO's right to do so under applicable operating agreements or similar contracts, the WIO will permit representatives designated by Grantee, including independent accountants, agents, attorneys, and other Persons, to visit and inspect the Subject Properties and to review the WIO's books and records pertaining to the Subject Properties and the Net Profits Account, all at Grantee's expense, (and, at Grantee's expense, to make copies and photocopies from such records and to write down and record such information as such representatives may request), and the WIO shall permit Grantee and its designated representatives reasonably to investigate and verify the accuracy of information furnished to Grantee hereunder or in connection herewith and to discuss all such matters with its officers, employees and representatives, all at Grantee's expense.

Section 7.2. Access to Geological Data. Upon request the WIO shall, subject to the terms of the Acquisition Agreement and the terms of confidentiality agreements with co-owners or other third parties, furnish to Grantee copies of all electric and other logs of all wells hereafter drilled on the Subject Properties, and Grantee shall also have access to all cores, cuttings, and other geological, well and production data secured from operations on the Subject Properties. Grantee shall also have the right to receive upon request monthly reports showing the status of development, producing and other operations conducted by the WIO on the Subject Properties.

Section 7.3. Nondisclosure and Confidentiality of Information.

(a) The WIO may release such information concerning the operation of the Subject Properties to such sources as is customary in the industry or required by law or regulation or order of any regulatory body. Subject to the terms of the Partnership Agreement, Grantee hereby agrees that it will use reasonable, good faith efforts to keep confidential (i) information concerning the financial condition and drilling operations and results of the Subject Properties; (ii) all data furnished to Grantee; and (iii) all other technical or financial information obtained under this Conveyance. The information described in (i), (ii), and (iii) of the preceding sentence is referred to in this Section as "Information." Notwithstanding the foregoing, Grantee may (1) disclose Information (A) in response to the express direction of any authorized government agency; (B) pursuant to a subpoena or other court process; (C) to Grantee's auditors and attorneys who need to know such Information, and (D) as otherwise required by law or regulation, or order of any regulatory body; (2) which has become generally available to the public without a breach of the provisions of this Section by Grantee; (3) which was available to Grantee on a non-confidential basis prior to its disclosure to Grantee by the WIO; (4) the disclosure of which is permitted under the Partnership Agreement; or (5) as to which disclosure the WIO consents in writing. If any disclosure pursuant to clause (5) of this Section is contemplated by Grantee, Grantee shall give advance notice to the WIO of the proposal to make such disclosure and shall afford the WIO a reasonable opportunity to discuss the propriety and necessity of any such disclosure. In addition to such other remedies as may be provided by law, and without the necessity for demonstrating actual damages, the WIO shall be entitled to obtain an injunction against the Grantee as a remedy for any breach or threatened breach of this Section 7.3.

(b) Notwithstanding the foregoing provisions of this Section, where the WIO determines that it is in the mutual best interest of Grantee and the WIO to maintain maximum secrecy regarding the status of any drilling well and the geological and geophysical information obtained therefrom, the WIO may restrict a ("Tight Hole Restriction") the access of Grantee to data available from such well and the right of Grantee to copy data from such well; provided, however, that such Tight Hole Restrictions may not be imposed for a period extending more than six months beyond the completion of the drilling of the well in question.

ARTICLE VIII
Warranties and Subrogation

Section 8.1. Warranty. The WIO hereby binds itself, its successors and assigns to warrant and forever defend all and singular title to the Net Profits Overriding Royalty Interest, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every

[redacted] [redacted] [redacted]

Person lawfully claiming or to claim the same or any part thereof, by, through or under the WIO, but not otherwise.

Section 8.2. Subrogation. This Conveyance is made with full substitution and subrogation of Grantee in and to all covenants, representations and warranties by others heretofore given or made with respect to the Subject Properties or any part thereof to the extent they pertain to or are affected by the Net Profits Overriding Royalty Interest, but is otherwise made without covenants, representations or warranties of title, express or implied, except as explicitly set forth in Section 8.1.

ARTICLE IX
Miscellaneous

Section 9.1. Term. This Conveyance shall remain in effect so long as any of the Subject Properties are producing Subject Hydrocarbons in commercial quantities or until terminated in accordance with the provisions of this Conveyance.

Section 9.2. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAWS PROVISIONS THEREOF, EXCEPT AS MAY OTHERWISE BE REQUIRED BY THE LAWS OF ANY OTHER JURISDICTION IN WHICH ANY SUBJECT PROPERTY IS LOCATED.**

Section 9.3. Intentions of the Parties. Nothing herein contained shall be construed to constitute either party hereto (under state law or for tax purposes) the agent of, or in partnership with, the other party. If, however, the parties hereto are deemed to constitute a partnership for federal income tax purposes, the parties elect to be excluded from the application of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986, as amended from time to time, and agree not to take any position inconsistent with such election. In addition, the parties hereto intend that the Net Profits Overriding Royalty Interest conveyed hereby by the WIO to Grantee shall at all times be treated as (i) an incorporeal (i.e., non-possessory) interest in real property or land under the laws of each jurisdiction in which any of the Subject Properties is located and (ii) an "economic interest" in the Subject Hydrocarbons within the meaning of the Internal Revenue Code of 1986, as amended from time to time, and the regulations and judicial authority relating thereto and as a net profits overriding royalty interest (rather than as a working or any other interest), and all provisions of this Conveyance shall be construed and treated accordingly.

Section 9.4. Written Notices. All notices, consents, approvals, requests, demands or other communications required or permitted to be given under this Conveyance must be in writing and may be given by telex, telegram or telecopier, or by depositing same in the mail, addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by delivering such notice in person to such party. Notices given or served pursuant hereto shall be effective upon receipt by the Person to be notified. For purposes of notice, the addresses of the WIO and Grantee shall be as follows:

If to the WIO: Snyder Oil Company
2500 First RepublicBank Tower
801 Cherry Street
Fort Worth, Texas 76102
Attention: Mr. Rodney L. Waller

If to Grantee: ISI No. 1 Limited Partnership

Institutional Services Inc.
2500 First RepublicBank Tower
801 Cherry Street
Fort Worth, Texas 76102
Attention: Mr. David W. Hays

Section 9.5. Further Assurances. The WIO and Grantee shall from time to time do and perform such further acts and execute and deliver such further instruments, conveyances and documents as may be required or reasonably requested by the other party to establish, to maintain or to protect the respective rights and remedies of the WIO and Grantee and to carry out and to effectuate the intentions and purposes of this Conveyance.

Section 9.6. Counterparts. This Conveyance may be executed in several original counterparts, all of which are identical. Each of the executed counterparts hereof shall for

all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Conveyance.

Section 9.7. Binding Effect. All the covenants and agreements of the WIO herein contained shall be deemed to be covenants running with the WIO's interest in the Subject Properties and the lands affected thereby. All of the provisions hereof shall inure to the benefit of Grantee and its successors and assigns and shall be binding upon the WIO and its successors and assigns and all other owners of the Subject Properties or any part thereof or any interest therein.

Section 9.8. No Partition. The WIO and Grantee acknowledge that Grantee has no right or interest that would permit it to partition any portion of the Subject Properties, and Grantee hereby waives any such right.

Section 9.9. Effective Time. This Conveyance shall become effective for all purposes as of the Effective Time.

Section 9.10. Amendments. This Conveyance may not be amended, altered or modified except pursuant to a written instrument executed by the WIO and Grantee.

Section 9.11. No Waiver. The failure of the WIO or Grantee to insist upon strict performance of any provision hereof shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Section 9.12. Perpetuities Saving Clause. It is not the intent of the WIO or Grantee that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation or other rules regarding the vesting or duration of estates, and this Conveyance shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the parties. In the event, however, that any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To the extent such maximum period is permitted to be determined by reference to "lives in being", the WIO and Grantee agree that "lives in being" shall refer to the lifetime of the last to die of the now living lineal descendants of the late Joseph P. Kennedy (father of the late President of the United States, John F. Kennedy).

7th IN WITNESS WHEREOF, the Original Grantor and Grantee have executed this Conveyance on this ___ day of November, 1989.

ORIGINAL GRANTOR:

ATTEST:

PACIFIC ENTERPRISES OIL COMPANY (USA)

E. DeWayne Berg
E. DEWAYNE BERG
Assistant Secretary

By: Jere G. Hayes
Name: Jere G. Hayes
Title: Vice President

Address of the Original Grantor:
700 Pacific Avenue
Suite 1200
Dallas, Texas 75201-4697

[redacted] [redacted] [redacted]

GRANTEE:

ISI NO. 1 LIMITED PARTNERSHIP

By: INSTITUTIONAL SERVICES INC.
Its Managing General Partner

By: David W. Hays
Name: David W. Hays
Title: President

Address of Grantee:
ISI No. 1 Limited Partnership
c/o Institutional Services Inc.
2500 First RepublicBank Tower
801 Cherry Street
Fort Worth, Texas 76102

ATTEST:

Robert E. Curry, Jr.
Secretary

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by Jere G. Hayes, Vice President of Pacific Enterprises Oil Company (USA), this 1st day of November, 1989.

The foregoing instrument was acknowledged before me by David W. Hays, President of Institutional Services, Inc., acting as managing general partner on behalf of ISI No. 1 Limited Partnership.

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

Notary Public in and for said state

ANNEX A

DESCRIPTION OF PROPERTIES

ANNEX B

ACCOUNTING PROCEDURE

I. GENERAL PROVISIONS

1. Definitions

"Conveyance" shall mean the Conveyance of Net Profits Overriding Royalty Interest by the Original Grantor (as defined in this Conveyance) to ISI No. 1 Limited Partnership ("Partnership") as Grantee. Terms defined in the Conveyance shall have the same meanings whenever used herein.

"Joint Property" shall mean the real and personal property from time to time included in the Subject Properties burdened by the Net Profits Overriding Royalty Interest and owned by the Partnership.

"Joint Operations" shall mean all operations necessary or proper for the exploration, development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the WIO.

"Non-Operator" shall mean the Partnership.

"Parties" shall mean Operator and Non-Operator.

"Partnership" shall have the meaning given it in the first grammatical paragraph of this Annex.

"First Level Supervisors" shall mean those employees of Operator whose primary function in Joint Operations is the direct supervision of other employees or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees of Operator having special and specific engineering, geological, marketing or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

"Shore Based Facilities" shall mean onshore support facilities that during drilling, development, maintenance and producing operations provide such services to the Joint Property as receiving and transshipment point for supplies, materials and equipment; debarkation point for drilling and production personnel and services; communication, scheduling and dispatching centers; other associated functions benefiting the Joint Property.

"Offshore Facilities" shall mean platforms and support systems such as oil and gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping, heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of offshore operations.

2. Statement and Billings

Operator shall periodically furnish Non-Operator statements of all charges and credits to the Partnership summarized by appropriate classification indicative of the nature thereof, all as more particularly set forth in the Conveyance.

3. Conflict with Conveyance

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the Conveyance, the provisions of the Conveyance shall control.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

2. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

3. Labor

A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.

(2) Salaries of First Level Supervisors in the field or field office.

(3) Salaries and wages of Technical Employees directly employed on the Joint Property.

(4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.

D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.

4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies of North America.

5. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

6. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

[redacted] [redacted] [redacted]

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store or railway receiving point nearest the Joint Property unless agreed to by the Parties.

B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available or nearest the Joint Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.

C. In the application of Subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is $400 or less excluding accessorial charges. The $400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies of North America.

7. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph 1 of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property or in connection with matters directly relating to the Joint Property shall be charged to the Joint Account if such consultants or technical personnel are not regularly retained by Operator on a continuing basis, but instead are employed by Operator to specifically handle a Partnership matter and Operator receives a separate charge for the handling of such Partnership matter.

8. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities, at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation and interest on gross investment less accumulated depreciation not to exceed 8% per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.

B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

9. Damages and Losses to Joint Property

Except as otherwise provided in the Conveyance, all costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence, willful misconduct or breach of fiduciary duty. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practical after a report thereof has been received by Operator.

10. Legal, Accounting and Engineering Expense

Except as otherwise provided in the Conveyance, expense of handling, investigating and settling litigation or claims, handling, filing and prosecuting matters pertaining to governmental and regulatory applications and compliances and discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the Conveyance or necessary to protect or recover the Joint Property and the charges and expenses of the independent petroleum engineers of Non-Operator incurred in connection with preparing the reports as described in Section 3.10 of the Conveyance shall be chargeable to the Joint Account, except that no charge for services of Operator's legal staff shall be made.

Services which are covered by the overhead charges described in Section III and therefore not chargeable based on the provisions of this Section II.10, include, but are not limited to: (i) services related to the recording and billing of costs chargeable to the Joint Account; (ii) services related to the collection and disbursement of Joint Property revenues; and (iii) other services customarily provided by the operator under the A.A.P.L. Model Form Operating Conveyance and customarily covered by similar charges as those described in Section III.

11. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

12. Insurance Program

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties in accordance with the terms of the Conveyance. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program, and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Costs of acquiring, leasing, installing, operating, repairing and maintaining communications systems, including radio and microwave facilities between the Joint Venture Property and the Operator's nearest Shore-Based Facility. In the event communication facilities/systems serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

15. Ecological and Environmental

Costs incurred on the Joint Property as a result of statutory regulations for archaeological and geophysical surveys relative to identification and protection of cultural resources or other environmental or ecological surveys as may be required by the Mineral Management Service or other regulatory authority. Also, costs provide or have available pollution containment and removal equipment plus costs of actual control and cleanup and resulting responsibilities of oil spills as required by applicable laws and regulations.

16. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is a direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead Charges

The Operator shall charge the amounts provided for below in this Section III as compensation for administrative, supervision, office services, overhead and warehousing costs, including overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets and other projects required for the development and operation of the Joint Property. Such charges shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 1A, Section II.

A. The Operator shall charge the Joint Account for each drilling well which is operated by the Operator on behalf of Non-Operator a rate which is no greater than the appropriate rate for such well under the headings "Monthly Drilling Well Rates 1987 - Average or Mean" (considering the appropriate location and depth of such well and ignoring rates listed under "No Depth Limit") set forth in the 1987 Survey of Combined Fixed Rate Overhead Charge for Oil and Gas Producers prepared by Ernst & Whinney and a proportionate amount of such rate for a drilling well which is owned less than 100% by Non-Operator, such proportionate amount to be based on the net working interest of Non-Operator in such well. Drilling well charges shall be determined on the following basis:

(1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling, completion rig or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for 15 or

more consecutive days.

(2) Charges for wells undergoing any type of workover or recompletion for a period of five consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, or other units used in workover commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for 15 or more consecutive days.

B. The Operator shall charge the Joint Account for each producing well which is operated by the Operator on behalf of Non-Operator a rate which is no greater than the appropriate rate for such well under the headings "Monthly Producing Well Rates 1987 - Average or Mean" (considering the appropriate location and depth of such well and ignoring rates listed under "No Depth Limit") set forth in the 1987 Survey of Combined Fixed-Rate Overhead Charge for Oil and Gas Producers prepared by Ernst & Whinney and a proportionate amount of such rate for a producing well which is owned less than 100% by Non-Operator, such proportionate amount to be based on the net working interest of Non-Operator in such well. Producing well charges shall be determined on the following basis:

(1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.

(2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.

(3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall qualify for a 50% overhead charge providing the gas well is directly connected to a permanent sales outlet.

(4) A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.

(5) All other inactive wells (including but not limited to inactive gas wells shut in because of overproduction or failure of purchaser to take the production and inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall qualify for a 50% overhead charge.

C. The Operator shall charge the Joint Account a rate or rates (reduced proportionately for the interest of Non-Operator therein) no less favorable to the Non-Operator than those available from unrelated third parties in connection with (1) the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property or (2) expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane or other catastrophe which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures.

The well rates provided for in Section III. 1. A. and B. (by reference to the Ernst & Whinney publication) shall be adjusted as of the first day of April each year following the effective date of the Conveyance. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, the interest of Non-Operators in surplus condition A or B Material. The disposal of surplus controllable Material not purchased by Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator shall be priced on the following bases exclusive of cash discounts unless otherwise agreed to by the Parties:

A. New Material (Condition A)

(1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.

(2) Line Pipe

(a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.

(b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A(1) of this Section IV.

(3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.

(4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2A(1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

(a) At 75% of current new price, as determined by Paragraph 2A of this Section IV.

(2) Material used on and moved from the Joint Property

(a) At 75% of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or

(b) At 65% of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as used Material.

(3) Material not used on and moved from the Joint Property

(a) At 75% of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its

original function until after reconditioning shall be priced at 50% of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

(a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.

(b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced on a basis commensurate with its use or at prevailing prices. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

(1) Loading and unloading costs may be charged to the Joint Account at the rate of $.25 per hundred weight on all tubular goods movements, in lieu of actual loading and unloading costs sustained, at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.

(2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.

B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

ANNEX C

INSURANCE SCHEDULE

WIO shall provide the following insurance:

A. Workers' Compensation insurance in full compliance with all applicable state and federal laws and regulations, if applicable to cover Grantor's employees.

B. Employers' Liabilities insurance in the limits of $500,000 per accident covering injury or death to any of Grantor's employees which may be outside the scope of the Workers' Compensation statute of the state in which the work is performed.

C. Comprehensive General Liability insurance with limits of $1,000,000 for injury or death for any one occurrence and with limit of $100,000 for property damage per occurrence.

D. Automobile Liability insurance covering owned, non-owned, and hired automobiles with limits of $1,000,000 for bodily injury and property damage for any one occurrence or death of any one person.

The scope of certain of these coverages is described below in greater detail.

1. **COMPREHENSIVE AUTOMOBILE COVERAGE:**

$1,000,000 BI Combined Single Limit

(Colorado) Personal Injury Protection

$2,000 Medical Payments (Wyoming)

$500,000 Uninsured Motorists

2. **COMPREHENSIVE GENERAL LIABILITY COVERAGE:**

- Premises and Operations
- Independent Contractors
- Completed Operations and Products
- Watercraft Exclusions Deleted for Non-Owned Boats
- Blanket Explosion, Collapse and Underground Coverage
- Underground Resources and Equipment Coverage ($1,000,000 Limit)
- Blowout and Cratering Coverage
- Subsidence Coverage
- Additional Insureds - Employees
- Non-Operating Working Interest of Insured (Without Scaled-to-Interest Clause)
- Additional Insureds - Non-Operating Working Interest of Co-Owners, Joint Venturers, or Mining Partners
- Waiver of Subrogation - Blanket - Where Required by Contract
- In REM Endorsement
- Sixty (60) Days Prior Written Notice of Cancellation
- Employee Benefits Liability
- Broad Form Comprehensive General Liability Endorsement

LIMITS OF LIABILITY:

$1,000,000 BI and PD combined Single Limit each occurrence where applicable (including defense costs)

3. **UMBRELLA COVERAGE:**

Umbrella Coverage $ 5,000,000 Each occurrence and annual aggregate, where applicable

4. **EXCESS UMBRELLA COVERAGE:**

$45,000,000 Each occurrence and annual aggregate, where applicable

5. **OPERATOR'S EXTRA EXPENSE COVERAGE:**

TERMS AND CONDITIONS:

- Cost of Control of Well
- Replacement Cost Redrilling/Recompletion including Extended Perils
- Clean-up, Seepage, Pollution and Contamination on land, on sudden and accidental basis excluding disposal and dumping of waste, etc.
- Underground Blowout
- Deletion of Earthquake Exclusion for wells in subject area
- Evacuation Expense Endorsement
- Relief Wells automatically covered
- Insolvent Co-Venturers Clause included
- Amendment of Due Diligence Clause
- 10% No Claims Bonus subject to renewal
- Workover wells rated at 50% of drilling
- Deepening wells covered
- Drilled wells becoming producing wells held covered at no additional premium
- Errors and Omissions Clause
- Priority of Payments Clause
- Removal of Wreckage and Debris
- Deliberate Well Firing Clause
- Sixty (60) day notice of cancellation except 10 days for non-payment of premium

LIMIT

$10,000,000 (100%) any one occurrence

DEDUCTIBLE:

$100,000 (100%) any one occurrence

COMPANY FOR ALL COVERAGES: Lloyd's and Companies

EXPIRATION DATE FOR ALL COVERAGE: June 1, 1990

F:\PES\Stroh\06105 0012\Annex C

(ULP816)
STATE - 49 WYOMING
COUNTY - 035 SUBLETTE
PRODUCING PROPERTY NO. - 26822
PRODUCING PROPERTY NAME - FEDERAL 1-23

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2319	46106-00	U.S.A. W-61473 KGS	RAINBOW RESOURCES, INC.	1/01/78 T-27N R-112W SEC 23: S/2 SE SEC 24: SE NW, E/2 SW	59	85
2319	44086-00	U.S.A. W-54914	Rainbow Resources, Inc.	6/01/76 T-27N R-112W SEC. 23: W/2	54	368

(ULP816)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- [illegible]
PRODUCING PROPERTY NAME- FEDERAL 30 33

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2320	44078-00	U.S.A. #W-54137	MELVIN MEESTER	4/01/76		
				T-27N	R-111W	
				SEC 33:	NW SW	(SURFACE TO 10,044')
						(BELOW 10,044')
					XXXXXXXXUNDEVELOPEDXXXXXXXX	
				SEC 21:	E/2 NW, SW NW	

431

(OLP816)
STATE - 49 WYOMING
COUNTY - 035 SUBLETTE
PRODUCING PROPERTY NO. - 53165
PRODUCING PROPERTY NAME - FEDERAL 40-17

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2320	44078-00	U.S.A. #W-54137	MELVIN MEESTER	4/01/76	64	155, 328, 562
				T 27N R 111W		
				SEC 17: SE		(SURFACE TO 10,150') (10,150' TO 10,500') (BELOW 10,500')
2320	44078-02	U.S.A. #W-54137	MELVIN MEESTER	4/01/76		
				T 27N R 111W		
				SEC 17: SE		(10,150' TO 10,500')

(ULP816)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 26823
PRODUCING PROPERTY NAME- FEDERAL #2-23

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2319	55278-00	U.S.A. #W-58384	ROBBINS, R W	4/01/77		
				T-27N	R-112W	
				SEC 23:	NE	
				SEC 23:	N/2 SE	

433

11-02-89
FWS-SW.WK1

EXHIBIT "A-1"
WESTERN STATES SALES PACKAGE
PACIFIC ENTERPRISES OIL COMPANY (USA)

	E	O/ PRPN	CO	DIS	FIELD	LEASE NO.	LSE ST	LEASE NAME	LOCATION S	T	R	COUNTY	ST	OPERATOR	WI	NRI	WI APO	NRI APO	NOTES
74		N	T	55	BIRD CANYON	26822	FEDERAL	1-23	23	27	N112 W	SUBLETTE	WY	APACHE CORP	0.226414	0.186863	0.307813	0.258086	
75		N	T	55	BIRD CANYON	26823	FEDERAL	2-23	23	27	N112 W	SUBLETTE	WY	APACHE CORP	0.250000	0.206250			
76		N	T	55	BIRD CANYON	34461	FEDERAL	30-33	33	27	N111 W	SUBLETTE	WY	GENERAL ATLANTIC	0.039618	0.032685			
77	Y	N	T	55	BIRD CANYON	53165	FEDERAL	40-17	17	27	N111 W	SUBLETTE	WY	ITR PETROLEUM	0.056000	0.046200			

WYOMING

ASSIGNMENT AND BILL OF SALE

226797

Recording Requested By: Snyder Oil Company
and When Recorded Return to:

Snyder Oil Company
1801 California Street
Suite 3500
Denver, CO 80202

RECORDED Nov. 13 19 89 1:00 PM
IN BOOK 84 O&G PAGE 435
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Assignment and Bill of Sale
Section 1

1.1 This Assignment and Bill of Sale (this "Assignment") is executed by the undersigned on the dates of their respective acknowledgments, but is effective as of the Effective Time, hereinafter defined.

1.2 For Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, PACIFIC ENTERPRISES OIL COMPANY (USA), a California Corporation, formerly known as Terra Resources, Inc. (hereinafter referred to as "Assignor") has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign unto SNYDER OIL COMPANY, a Texas Corporation (hereinafter referred to as "Assignee") effective for all purposes as of 7:00 a.m. local time on November 1, 1989 (the "Effective Time"), said Effective Time to be determined for each locality described on Exhibit A attached hereto in accordance with the time observed in said locality on November 1, 1989, the following:

(a) All of Assignor's right, title and interest in and to (i) the oil, gas and mineral leases and the contractual rights described on Exhibit A attached hereto covering the lands described therein, but as expressly limited on Exhibit A (the "Lands") (said interest in said leases being herein referred to as the "Leases"); (ii) the oil and gas wells located on the Leases or on lands pooled or unitized therewith (said interests in said oil and gas wells being herein referred to as the "Wells"); and (iii) the units, pooled acreage, spacing or proration units or other allocation of acreage applicable to the Wells established by, or in accordance with, applicable state, federal or local law (and applicable contractual provisions regarding unitization, pooling, spacing or

proration) (the interests in said units being herein referred to as the "Units").

(b) All of Assignor's right, title and interest in and to all oil, condensate or natural gas wells, water source wells, and water and other types of injection wells, whether producing, operating, shut-in or temporarily abandoned, used in connection with the production of oil, gas or other minerals from the interests described in Section 1.2 (a) above, and all oil, gas, casinghead gas and related products (such oil, gas, casinghead gas and related products being collectively referred to hereinafter as "Hydrocarbons") produced from the Interests described in Section 1.2 (a) above (and all proceeds of such production) subsequent to the Effective Time (as herein defined);

(c) All of Assignor's right, title and interest in and to all physical facilities or interests therein, including, but not limited to, any tanks, tank batteries, disposal facilities, buildings, structures, field separators and liquid extractors, compressors, pumps, pumping units, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, implements, tools, appliances, cables, wires, towers, casing, tubing and rods, gathering lines or other fixtures and equipment of every type and description (collectively, the "Equipment") to the extent that the same are used in connection with the ownership or operation of the Interests;

(d) All of Assignor's right, title and interest in and to all tenements, appurtenances, surface leases, easements, permits, licenses, servitudes and rights-of-way in any way appertaining, belonging, affixed or appurtenant to or used in connection with the ownership or operation of the Interests (collectively, the "Easements");

(e) All of Assignor's right, title and interest in and to all farmout agreements, unitization agreements, pooling agreements, unit declarations, division orders, transfer orders, contracts, operating agreements or other agreements and instruments (such agreements and contracts being hereinafter referred to as the "Contracts") to the extent that the same are appurtenant to or used in connection with the Interests; and

(f) Copies of all of Assignor's lease files, land files, well files, geological and geophysical maps, profiles and interpretive data (but only to the extent such geological and geophysical maps, profiles and interpretive data are contained in such lease files, land files and well files) electric

logs, abstracts, title opinions and other similar documents and records which relate to the Interests and which are in Assignor's possession.

(All of the interests described in 1.2(a), (b), (c), (d), (e) and (f) above shall hereinafter be referred to as the "Interests")

TO HAVE AND TO HOLD the Interests, subject to the terms herein, unto Assignee, its successors, representatives and assigns forever.

1.3 This Assignment is made subject to the following matters:

(a) Purchase and Sale Agreement dated as of October 13, 1989 By and Between Assignor and Assignee;

(b) Net Profits Interest dated as of November 1, 1989 By and Between Assignor and ISI No. 1 Limited Partnership, a Texas limited partnership;

1.4 Assignee hereby agrees to assume any and all obligations and liabilities of the Assignor under the Net Profits Interest identified in Section 1.3(b) above other than the special warranty of title in said Net Profits Interest (which shall remain the obligation of Assignor), and Assignee agrees to indemnify and hold Assignor harmless against all liabilities incurred as a result of the obligations and liabilities assumed by Assignee in this Section 1.4.

Section 2

2.1 Warranty. Except as to those matters to which this Assignment is made subject, as set forth in 1.3 above, Assignor makes the following warranty of title to the Interests, such warranty being a special warranty of title by, through and under Assignor, and not otherwise:

(a) The Interests are free and clear of claims, mortgages, liens and encumbrances arising by, through and under Assignor, but not otherwise;

(b) Assignee, by virtue of this Assignment, shall be entitled to receive not less than the undivided interests set forth in Exhibit A as "Net Revenue Interests" or "N.R.I." of all Hydrocarbons produced, saved and marketed from the Wells. Assignor's obligation to bear costs and expenses relating to the development of and operations on the Wells is not, and, through the plugging, abandonment and salvage of such Wells, shall not, be greater than the "Working Interests" or

W.I. The term "Working Interest" or "W.I." shall mean the ownership of an interest, expressed as a percentage or a decimal, in a Unit, or in a Well, and correspondingly expresses a share of the costs of operations, development or production to be borne by the owner of such interest. The term "Net Revenue Interest" or "N.R.I." shall mean a share of the proceeds of production, expressed as a percentage or a decimal, from or attributable to a Unit, or to a Well, net of all royalties, overriding royalties, production payments or other burdens on production or other non-operating interests attributable thereto.

With respect to the special warranty of title, claims against the title of Assignor, which arise by, through or under Terra Resources, Inc., shall nevertheless be deemed to be claims by, through and under Assignor. Assignor hereby assigns to Assignee, and its successors and assigns, with full right of subrogation, to the extent transferable, the benefit of and the right to enforce its warranties of title, if any, that Assignor is entitled to enforce with respect to the Interests.

2.2 Further Disclaimers. To the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESSED, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE CONDITION OF THE INTERESTS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS). ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.55A, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS & COMMERCE CODE.

2.3 Governmental Assignments. Separate assignments of certain of the leasehold interests may be executed on officially approved forms by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, 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 leasehold interests conveyed herein.

2.4 Exhibits. Reference is made to the Exhibits attached hereto and made a part hereof for all purposes. References in such Exhibits to instruments on file in the public records are made for all purposes.

2.5 Headings. Headings are included in this Assignment for convenience of reference and shall in no way define, limit, extend, or describe the scope or intent of any provisions of this Assignment.

2.6 Successors and Assigns. This Assignment shall bind and inure to the benefit of each such Assignor and Assignee and their respective successors and assigns.

2.7 Multiple Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one conveyance.

2.8 Recordation. To facilitate recording or filing of this Assignment, (i) the counterpart to be recorded in a given county may contain only those portions of the Exhibits that describe property located in that county, and (ii) each counterpart filed with a federal or state agency or office may contain only those portions of the Exhibits that describe property under the jurisdiction of that agency or office. Assignor and Assignee have retained counterparts of this Assignment with complete Exhibits.

2.9 Governing Law. THE PROVISIONS OF THIS ASSIGNMENT RELATING SPECIFICALLY TO TITLE TO REAL PROPERTY THAT, DUE TO APPLICABLE LAW, MUST BE GOVERNED BY THE LAW OF THE JURISDICTION IN WHICH ANY SUCH REAL PROPERTY IS LOCATED SHALL BE GOVERNED BY THE LAWS OF SUCH JURISDICTION. ALL OTHER PROVISIONS OF THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER TO THE LAWS OF ANOTHER JURISDICTION.

2.10 Further Assurances. Assignor shall execute, acknowledge and deliver to Assignee, upon reasonable request, any additional instruments, documents, and transfer or division orders and take such other and further acts as may be necessary to fully and effectively grant, convey and assign the Interests to the Assignee.

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the Effective Time.

ATTEST

Name: E. Dewayne Berg
Assistant Secretary

PACIFIC ENTERPRISES OIL COMPANY (USA)
a California Corporation

By: _____
Name: JERE G. HAYES
Vice President

Amy C King
Name: AMY A. KING
Assistant Secretary

SNYDER OIL COMPANY
a Texas Corporation

By: Rodney L Waller
Name: Rodney L. Waller
Senior Vice President

ASSIGNOR'S ADDRESS:

1700 Pacific Avenue
Suite 1200
Dallas, Texas 75201-4697

ASSIGNEE'S ADDRESS:

2500 First RepublicBank Tower
801 Cherry Street
Fort Worth, Texas 76102

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by JERE G. HAYES, VICE PRESIDENT of Pacific Enterprises Oil Company (USA), this 7th day of November, 1989.

The foregoing instrument was acknowledged before me by Rodney L. Waller, Senior Vice President of Snyder Oil Company, this 7th day of November, 1989.

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

KIMBERLY E. CLARK, Notary Public
In and for The State of Texas
My Commission Expires 05-30-92

Notary Public in and for said state.

(ULP816)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 26822
PRODUCING PROPERTY NAME- FEDERAL 1-23

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2319	46106-00	U.S.A. W-61473 KGS	RAINBOW RESOURCES, INC.	1/01/78 T-27N R-112W SEC 23: S/2 SE SEC 24: SE NW, E/2 SW	59	85
2319	44086-00	U.S.A. W-54914	Rainbow Resources, Inc.	6/01/76 T-27N R-112W SEC. 23:W/2	54	368

441

(ULP816)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 34461
PRODUCING PROPERTY NAME- FEDERAL 30-33

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2320	44078-00	U.S.A. #W-54137	MELVIN MEESTER	4/01/76		
				T-27N	R-111W	
				SEC 33:	NW SW	(SURFACE TO 10,044')
						(BELOW 10,044')
						XXXXXXXXUNDEVELOPEDXXXXXXXX
				SEC 21:	E/2 NW, SW NW	

442

(ULP816)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 53165
PRODUCING PROPERTY NAME- FEDERAL 40-17

EXHIBIT "A"

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2320	44078-00	U.S.A. #W-54137	MELVIN MEESTER	4/01/76	64	155, 328, 562
				T-27N R-111W		
				SEC 17: SE		(SURFACE TO 10,150') (10,150' TO 10,500') (BELOW 10,500')
2320	44078-02	U.S.A. #W-54137	MELVIN MEESTER	4/01/76		
				T-27N R-111W		
				SEC 17: SE		(10,150' TO 10,500')

443

(ULP816)
STATE - 49 WYOMING
COUNTY- 035 SUBLETTE
PRODUCING PROPERTY NO.- 26823
PRODUCING PROPERTY NAME- FEDERAL #2-23

EXHIBIT 'A'

AREA	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE
2319	55278-00	U.S.A. #W-58384	ROBBINS, R W	4/01/77		
				T-27N	R-112W	
				SEC 23:	NE	
				SEC 23:	N/2 SE	

444

11-02-89
FWS-SW.WK1

EXHIBIT "A-1"
WESTERN STATES SALES PACKAGE
PACIFIC ENTERPRISES OIL COMPANY (USA)

FILE NO.	P	O/ PRPN	CODIS	FIELD	LEASE NO.	LSE ST	LEASE NAME	LOCATION S	T	R	COUNTY	ST	OPERATOR	WI	NRI	WI APO	NRI APO	NOTES
74		N	T 55	BIRD CANYON	26822	FEDERAL	1-23	23	27	N112 W	SUBLETTE	WY	APACHE CORP	0.226414	0.186863	0.307813	0.258086	
75		N	T 55	BIRD CANYON	26823	FEDERAL	2-23	23	27	N112 W	SUBLETTE	WY	APACHE CORP	0.250000	0.206250			
76		N	T 55	BIRD CANYON	34461	FEDERAL	30-33	33	27	N111 W	SUBLETTE	WY	GENERAL ATLANTIC	0.039618	0.032685			
77	Y	N	T 55	BIRD CANYON	53165	FEDERAL	40-17	17	27	N111 W	SUBLETTE	WY	ITR PETROLEUM	0.056000	0.046200			

445

Form 3100-3
(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-43213

Lease Effective Date
(Anniversary Date)
2-01-74

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Bergen Oil Company (1981)
P. O. Box 2280
Midland, Texas 79702

*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 30 North, Range 113 West Section 20: NE/4 NW/4 Sublette County, Wyoming As to rights from the surface to the stratigraphic equivalent of 4354' as reached by the URC-Christmann Well No. 1-20 drilled in the NE/4 NW/4 of Section 20, T-30-N, R-113-W. Star Corral - #9LR9111	15%	4.35% .5505%	Bergen Oil Company (1981 Fairway Oil & Gas Co. 10.0995% 226799		

RECORDED Nov. 13 '89 1:45 PM
IN BOOK 84 O&G PAGE 446
FEES $ 4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ruby

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 needed.

Fairway Oil & Gas Company
362 W. Shore Trail
Sparta, New Jersey 07871

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 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 St 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 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 e 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 D 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; 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) Assign 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 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 he

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 roy 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 6th day of October, 19 89

Name of Assignor as shown on current lease Kerr-McGee Corporation
Please type or print

Assignor _____ (Signature)
or Attorney-in-fact Barry N. Hill, Attorney-In-Fact

P. O. Box 11050
(Assignor's Address)
Midland, TX 79702
(City) (State) (Zip Code)

Executed this 26th day of Oct. 19 89

Bergen Oil Company (1981)

Assignee _____ (Signature)
or Attorney-in-fact John J. Redfern, III
Managing Partner

Executed this 26th day of Oct 19 89
Assignee Fairway Oil & Gas Company

John J. Redfern III, A-I-F

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 frau

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 6th day of October, 1989, by **Barry N. Hill, Attorney-in-Fact for Kerr-McGee Corporation,** a Delaware corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires:

December 15, 1992

Jan Hagar
Notary Public Signature

JAN HAGAR
Notary's Printed or Typed Name

STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 26th day of October, 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

LYLE D. CANNON
Notary Public
State of Texas
My Comm. Exp. 6-9-90

Lyle D. Cannon
Notary Public Signature

Lyle D. Cannon
Notary's Printed or Typed Name

STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 26th day of October, 1989, by **John J. Redfern III, Attorney-in-Fact for Fairway Oil & Gas Company,** a partnership.

My Commission Expires:

06-09-90

LYLE D. CANNON
Notary Public
State of Texas
My Comm. Exp. 6-9-90

Lyle D. Cannon
Notary Public Signature

Lyle D. Cannon
Notary's Printed or Typed Name

449

RECORDED Nov. 13 19 89 1:50 PM
IN BOOK 84 OIG PAGE 449
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nadine Riley

226800

95B 9104

ASSIGNMENT OF OIL AND GAS LEASE

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

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, KERR-MCGEE CORPORATION, successor to Flag-Redfern Oil Company by merger, P.O. Box 25861, Oklahoma City, Oklahoma 73125, as Assignor, does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, without warranty of title, either express or implied to BERGEN OIL COMPANY (1981), P.O. Box 2280, Midland, Texas 79702 an undivided 2.25% leasehold interest in and to the Oil and Gas Lease described on Exhibit "A" annexed hereto covering lands located in Sublette County, Wyoming.

The intent and purpose of this Assignment is to convey Assignees their record title interest which Assignor has held for Assignees' benefit since inception of Assignor's interest in said lease. Should it be later determined that Assignees have already received their record title interest to the lease described on Exhibit "A" by a prior assignment from Assignor, then as to Assignee's interest covered herein in any such lease or leases, this Assignment shall be deemed null and void and Assignees agree to execute the necessary document to correct the record.

THIS ASSIGNMENT is made expressly subject to the terms and provisions of the original lease and the terms and provisions of all intermediate assignments thereof, Operating Agreements, Unit Agreements, Gas Purchase Contracts, Farmout Agreements and all other agreements to which said leases are subject which Assignor may have executed as Assignee's agent and attorney-in-fact. Assignees by their acceptance of this Assignment confirms, adopts and ratifies all acts performed by Assignor in its representative capacity for Assignee.

THIS ASSIGNMENT shall be binding upon and inure to the benefit of the parties hereto their successors and assigns.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF this instrument is executed this 31st day of October, 1989.

KERR-MCGEE CORPORATION

Barry N. Hill
Attorney-in-Fact

STATE OF Oklahoma (
(
COUNTY OF Oklahoma (

The foregoing instrument was acknowledged before me this 31st day of October, 1989, by Barry N. Hill, Attorney-in-Fact for Kerr-McGee Corporation, a Delaware Corporation, on behalf of said corporation.

Notary Public in and for the
State of OKLAHOMA

My Commission Expires:
11-15-92

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT
ASSIGNMENT OF OIL AND GAS LEASE
DATED OCTOBER 31st, 1989
BETWEEN KERR-MCGEE CORPORATION,
ASSIGNOR, AND BERGEN OIL COMPANY (1981)
ASSIGNEE.

Our File No.	KX402
Lessor:	USA #W-69894
Date:	11/1/80
Description:	T-33-N, R-115-W Sec. 23: SE/4 Sec. 24: W/2 SE/4, SW/4 Sec. 25: W/2 Sublette County, WY

[redacted] [redacted] [redacted]

[redacted] Mid-Contine[redacted]ssociation Form

Billings Blue [redacted]
Billings, Montana

ASSIGNMENT OF OIL AND GAS LEASE

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 One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Be Jo Kritikos 5449 Sutton Place, New Orleans, LA 70131 (hereinafter called Assignee), an undivided twelve and one-half percent interest in and to the oil and gas lease dated April 29, 1989, from John N. Chrisman and Nadine Chrisman, husband and wife, Lessor, to Dolar Oil Properties, Lessee, recorded in book 84 O & G, page 274, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF [redacted) ss.
COUNTY OF [redacted)

This instrument was filed for record on the _____day of_____, 19____, at_____ o'clock __ M., and duly recorded in book_____ Page _____ of the records of this office.

_____
Register of Deeds.

When recorded
Return to _____

226817

RECORDED Nov 14 1989 1:00 PM
IN BOOK 84 O&G PAGE 452
FEES 4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Petty

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

of Section _____, Township _____, Range_____, and containing 628.58 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 31st day of October, 19 89

DOLAR OIL PROPERTIES (Seal)

X _____ (Seal)

Mark S. Dolar, Proprietor (Seal)

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

STATE OF Utah)
COUNTY OF Salt Lake) ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of November, 1989, personally appeared Mark S. Dolar, Proprietor of 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
STATE OF UTAH
My Comm. Exp. June 19, 1993
9035 S 700 E. Sandy, UT 84070

Anne McKinley
Notary Public.

452

453

Mid-Continent Association Form

Billings Blue Print
Billings, Montana

ASSIGNMENT OF OIL AND GAS LEASE

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 One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto I. A. Kritikos

1141 Whitney Avenue, Gretna, LA 70053

(hereinafter called Assignee), an undivided twelve and one-half percent interest in and to the oil and gas lease dated April 29, 1989, from John N. Chrisman and Nadine Chrisman, husband and wife, Lessor, to Dolar Oil Properties, Lessee, recorded in book 84 O & G, page 274, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

of Section ____, Township ____, Range ____, and containing 628.58 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 31st day of October, 1989

DOLAR OIL PROPERTIES (Seal)

X _____ (Seal)

Mark S. Dolar, Proprietor (Seal)

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 1st day of November, 1989, personally appeared Mark S. Dolar, Proprietor of 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 [redacted]

ANNE MCKINLEY
Notary Public
STATE OF UTAH
Exp. June 19, 1993

Anne McKinley [redacted] Public.

STATE OF ____
COUNTY OF ____ } ss.

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

Register of Deeds

When recorded
Return to ____

226818

RECORDED Nov 14 1989 1:00 PM
IN BOOK 84 O&G PAGE 453
FEES 4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marian Riley

Mid-Contine Association Form

Billings Blue Billings, Montana

ASSIGNMENT OF OIL AND GAS LEASE

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 One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Scout Exploration Company, L.P.

P. O. Box 10350, Reno, Nevada 89510

(hereinafter called Assignee), an undivided fifty percent interest in and to the oil and gas lease dated April 29, 1989, from John N. Chrisman and Nadine Chrisman, husband and wife, Lessor, Lessee, to Dolar Oil Properties recorded in book 84 O & G, page 274, insofar as said lease covers the following described land in Sublette County, State of Wyoming

STATE OF _____) ss.
COUNTY OF _____)

This instrument was filed for record on the _____day of_____, 19____, at_____ o'clock __ M., and duly recorded in book_____ Page _____ of the records of this office.

_____
Register of Deeds.

When recorded
Return to _____

226819

RECORDED Nov 14 1989 1:30 P M
IN BOOK 84 O & G PAGE 454
FEES 4.25 Plus 2.00 Gov't COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

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

of Section _____, Township _____, Range_____, and containing 628.58 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same, and hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 31st day of October 1989.

DOLAR OIL PROPERTIES (Seal)

X _____ (Seal)

Mark S. Dolar, Proprietor (Seal)

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 1st day of November, 1989, personally appeared Mark S. Dolar, Proprietor of 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
STATE OF UTAH
My Comm. Exp. June 19, 1993

Anne McKinley
Notary Public.

454

Form 3000-3a
(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 MAY 25 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

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.

USA-W059091

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

D-11-WY
DS

1. Transferee (Sublessee)* Enron Oil & Gas Company
   Street 1400 Smith Street
   City, State, ZIP Code Houston, Texas 77001

JUN 1 - 1989

*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 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 27 North - Range 112 West, 6th PM Sec. 9: That portion of the bed of the Green River that is riparian to Lots 1, 2, & 3 Sec. 20: That portion of the bed of the Green River that is riparian to Lots 3 & 4 Containing 38.55 acres, more or less Sublette County, Wyoming Limited as to depth so as to include the Frontier & Bear River Formations only.	100%	100%	None	None	1%

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 03 1989
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA 226874

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 JUN 0 1 1989

By David C. Bonerko
(Authorized Officer)

RECORDED Nov. 17 19 89 3:50 PM
IN BOOK 84 O&G PAGE 455
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

SUPERVISORY LAND LAW EXAMINER (Title)

JUN 07 1989 (Date)

ORIGINAL

Gwenhwyfar 05/08/89 ccc

[redacted] [redacted] [redacted]

(Continued) [redacted] NAL SPACE for Names and addresses of addi[redacted]ees in Item No 1, if needed, or for Land Descr. [redacted] No. 2 if needed.

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

NOV 0 8 19[illegible]

BUREAU OF LAND MANAGEMENT

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 21ST day of April, 19 89

Name of Transferor EXXON CORPORATION BLM NO. 066100
Please type or print

Transferor _____
or
Attorney-in-fact T.E. Alford (Signature)
T. E. ALFORD, ATTORNEY IN FACT
P. O. Box 2305, Houston, TX 77252-2305
(Transferor's Address)
(City) (State) (Zip Code)

Executed this 2nd day of May, 19 89

Transferee Enron Oil & Gas Company
or
Attorney-in-fact D. Weaver (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.

457

00500030-000
Goat Hill

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.
USAW 21124

Lease Effective Date
(Anniversary Date)
06/01/51

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street 1400 Smith Street
   City, State, ZIP Code Houston, Texas 77001

*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
30 Township North - Range 113 West, 6th PM Sec. 5: Lots 2, 3, 4, SW/4NE/4, S/2NW/4 Sec. 6: SE/4NE/4 Containing 280.27 acres, more or less Sublette County, Wyoming 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.	50%	100%	None	None	2½%

226875

RECORDED Nov. 17 19 89 3:50 PM
IN BOOK 84 Misc PAGE 457
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
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 OCT 1 1989

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

By /s/ F. R. SPELTZ (Authorized Officer) ACTING SUPERVISORY LAND LAW EXAMINER (Title) SEP 20 1989 (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 [redacted] han one assignee, enter each assignee's name ac[redacted] columns d, e, a[redacted] he respective interest being conveyed. Also list nam[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 [redacted] other similar types of transfers must be filed with BLM but will be accepted for [redacted] poses only. No official approval will be given.

1. This inform[redacted] collected pursuant to the [redacted]

2. This informat[redacted] 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: [redacted]

(1) The adjudication of the assignee's rights to the [redacted] 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

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared T. E. ALFORD, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of Exxon Corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Exxon Corporation.

Given under my hand and seal of office this the 24th day of July, 1989.

NOTARY PUBLIC STATE OF TEXAS

JACQUELINE L. DOZIER
Notary Public, State of Texas
My Commission Expires August 31, 1992

Jacqueline L. Dozier
Notary Public In and for
Said County and State

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188

ATTN: LAND ADMINISTRATION

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of August, 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 STATE OF COLORADO

Notary Public

ADDRESS:

1801 California Street, Suite 3400
Denver, Colorado 80202-2648

Assignor T. E. Alford (Signature)
or
Attorney-in-fact T. E. ALFORD, ATTORNEY IN FACT (Signature)

BLM NO. 066100

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

Houston, Texas 77252-2305
(City) (State) (Zip Code)

Assignee Enron Oil & Gas Company (Signature)
or
Attorney-in-fact D. Weaver (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

459

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.

PLEASE RETURN TO:

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188

ATTN: LAND ADMINISTRATION

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 24th day of July, 19 89

Name of Assignor as shown on current lease Exxon Corporation

Please type or print
BLM NO. 066100

Assignor J. E. Alford (Signature)
or
Attorney-in-fact T. E. ALFORD, ATTORNEY IN FACT (Signature)

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

Houston, Texas 77252-2305
(City) (State) (Zip Code)

Executed this 2nd day of August, 19 89

Assignee Enron Oil & Gas Company (Signature)
or
Attorney-in-fact D. Weaver (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.

Bon [redacted] her Eken
992

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
Bonney Beecher Eken and Leslie A. Prentice, wife and husband	11/26/84	73 O&G	734	T32N, R114W, 6th PM Sec. 23: W½SE¼, SE¼SE¼ Sec. 24: SW¼ Sec. 25: N½NW¼, SW¼NW¼ Sec. 26: NE¼

226888

RECORDED Nov. 20 19 89 4:00 P M
IN BOOK 84 O&G PAGE 460
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae 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 23rd day of June, 1989.

CHEVRON U.S.A. INC.

By J P Harrington
Assistant Secretary

OFFICIAL SEAL
ANITA PILCHER BLAKE
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Mar. 5, 1993

CHEVRON U.S.A. INC. INCORPORATED AUG. 9, 1922 PENNSYLVANIA

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 23rd day of June, 1989.

My commission expires:
March 5, 1993

Anita Pilcher Blake
Notary Public

ORIGINAL

AGREEMENT AND STIPULATION OF INTERESTS SURFACE TO BASE OF THE DAKOTA FORMATION RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING

THIS AGREEMENT AND STIPULATION OF INTERESTS ("this Agreement") is made and entered into with effect on September 1, 1989, by and among Wolverine Exploration Company, Mesa Operating Limited Partnership and the other parties executing or ratifying this Agreement or a counterpart thereof. Wolverine Exploration Company, Mesa Operating Limited Partnership and such other executing or ratifying parties are herein referred to collectively as "Owners" and individually as "Owner" or by name.

RECITALS

A. This Agreement and Stipulation is intended to establish of record the present ownership, on a unit tract basis, of working and operating interests within the area (the "Unit Area") subject to the Agreement for the Development and Operation of the Riley Ridge Unit ("the Unit Agreement"), as to depths from the surface to the base of the Dakota Formation.

B. Agreement as to the ownership of working and operating interests above the base of the Dakota Formation in the several unit tracts within the Unit Area is necessary to encourage the exploration by test well drilling of such depths, because of confusion and uncertainty as to the extent and ownership of such interests resulting from prior operations on lands within the Unit Area under certain farmout, farmout option, working interest pooling and other agreements to which the Owners or their predecessors are parties.

226925

RECORDED Nov. 27 1989 1:00 P M
IN BOOK 84 O&G PAGE 461
FEES $ 88.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

AGREEMENT

In consideration of the premises and the benefits to each of the Owners derived and to be derived from this Agreement, to encourage the exploration and development of depths from the surface to the base of the Dakota Formation within the Unit Area and intending to be fully bound by this Agreement, each Owner, for his, her or itself, and for the successors and transferees of such Owner, does hereby state, stipulate, agree, disclaim and quitclaim as hereafter set forth, to-wit:

1. There is good, sufficient and received consideration for this Agreement.

2. The Recitals set forth above are adopted and confirmed.

3. The base of the Dakota Formation is that certain stratigraphic horizon found at 9,340 feet subsurface on the induction electric log of the True Belco State No. 24-16 Well, located in the SE/4SW/4 of Section 16, Township 29 North, Range 114 West, 6th P.M.

4. The percentage ownership shares of oil and gas working and operating interests set forth in Annex 1 attached to this Agreement and by this reference incorporated herein, in depths from the surface to the base of the Dakota Formation, as to each unit tract described in Annex 1, are stipulated and adopted by each Owner as correct for all purposes (the "Stipulated Tract Interests"). Each Owner hereby disclaims, transfers and quitclaims to all other Owners any working and/or operating

interest in lands within each unit tract in depths above the base of the Dakcta Formation in excess of such Owner's Stipulated Tract Interests, including, without limitation, any before or after payout, overriding royalty, working and/or operating interest of such Owner in depths above the base of the Dakota Formation, to which such Owner, in the absence of this Agreement, night otherwise be entitled (i) under any agreement to which such Owner or a predecessor of such Owner is a party; or (ii) by virtue of prior operations conducted on lands now within the Unit Area, including, but not limited to, the drilling of the "Madison Wells" defined in Section 5 below.

5. Five wells have been drilled within the Unit Area and completed or are believed to be capable of completion for production of hydrocarbons from the Madison formation and/or from other zones or formations below the Dakota Formation, namely the Riley Ridge No. 8-24 Well, the Riley Ridge No. 17-34 Well, the Riley Ridge No. 10-14 Well, the Riley Ridge No. 12-43 Well and the Riley Ridge No. 33-24 Well (the "Madison Wells"). Each Owner of any working or operating interest in any of the Madison Wells hereby agrees not to recomplete or otherwise attempt to utilize any Madison Well for the production of hydrocarbons from above the base of the Dakota Formation.

6. The Owners agree to execute and deliver such other and further agreements, assignments and other instruments as may be required to carry out the purposes and intent of this Agreement.

7. Each Owner excepts and retains from the effect of this Agreement, all rights other than those expressly made subject to this Agreement.

8. Each Owner ratifies and confirms the Unit Agreement and the Riley Ridge Unit Operating Agreement, as fully binding upon and applicable to such Owner's working and operating interests as stipulated herein.

9. This Agreement may be executed in counterpart or may be ratified by separate ratification. It will bind, and inure to the benefit of, all Owners and other parties executing this Agreement or a counterpart thereof, or ratifying the same, and their successors and transferees, as to each unit tract described in Annex 1, upon the execution or ratification of this Agreement by the Owners holding 100% of the operating and working interests in the lands constituting such unit tract.

Executed with effect for all purposes as set forth first above or as otherwise provided herein.

WOLVERINE EXPLORATION COMPANY

~~ATTEST:~~

~~Secretary~~

By: _____
Glenn A. Adams
Attorney in Fact

MESA OPERATING LIMITED PARTNERSHIP
By: PICKENS OPERATING CO.
Its General Partner

ATTEST:

Secretary

By: _____
G. Shell Boudreaux, Vice President
Exploration & Acquisitions
& Attorney-in-Fact

ATTEST:

_____ By: _____
Secretary (Owner)

WITNESS:

_____ _____
(Owner)

STATE OF Texas §
§ ss.
COUNTY OF Potter §

The foregoing instrument was acknowledged before me by G Shell Boudreaux, as VP Exploration Acquisitions of Pickens Operating Co., a corporation, the General Partner of Mesa Operating Limited Parnership, this 20th day of October, 1989.

Witness my hand and official seal.

Aletha J Magness
Notary Public

My commission expires:
1-9-91

ALETHA JO MAGNESS
Notary Public State of Texas
My Commission Expires 1-9-91

STATE OF TEXAS §
§ ss.
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me by Glenn A. Adams, as Attorney in Fact of Wolverine Exploration Company, a corporation, this 11th day of October, 1989.

Witness my hand and official seal.

Lela Lenning
Notary Public

My commission expires:
1-9-93

LELA LENNING
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JANUARY 9, 1993

STATE OF _____ §
§ ss.
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 1989.

Witness my hand and official seal.

My commission expires: _____
Notary Public

_____

STATE OF _____ §
§ ss.
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, as _____ President of _____, a corporation, this _____ day of _____, 1989.

Witness my hand and official seal.

My commission expires: _____
Notary Public

_____

STATE OF _____ §
§ ss.
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____, as Attorney in Fact for _____, this _____day of _____, 1989.

Witness my hand and official seal.

My commission expires: _____
Notary Public

_____

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING

UNIT
TRACT #: 20-A

FEDERAL/STATE LEASE #: W-67196

DESCRIPTION: Township 29 North, Range 115 West, 6th P.M.
Section 1: S/2SE/4, NE/4SE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	12.5010%
E. M. Nominee Partnership	15.2790%
Mesa Operating Limited Partnership	22.2200%
Kerr-McGee Corp.	30.0000%
John J. Christmann	15.0000%
Sherman H. Norton, Jr.	5.0000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING

UNIT
TRACT #: 2

FEDERAL/STATE LEASE #: W-38887

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 4: Lot 4, S/2NE/4, SW/4NW/4, S/2
Section 5: Lots 1-3, S/2N/2, S/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	5.625%
E.M. Nominee Partnership	6.375%
Amoco Production Company	50.000%
PG&E Resources Company	25.000%
Mesa Operating Limited Partnership	10.000%
Kerr-McGee Corp.	1.500%
John J. Christmann	.750%
Sherman H. Norton, Jr.	.250%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 6

FEDERAL/STATE LEASE #: W-78476

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 9: N/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	7.125000%
E. M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corporation	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr.	.325000%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	15.000000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX I, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 8

FEDERAL/STATE LEASE #: W-49634

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 8: All

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	11.250000%
Concise Oil and Gas Partnership	13.750000%
Mesa Operating Limited Partnership	20.000000%
Kerr-McGee Corp.	3.000000%
John J. Christmann	1.500000%
Sherman H. Norton, Jr.	.500000%
Yates Drilling Co.	16.666667%
Myco Industries Inc.	16.666667%
ABO Petroleum Corp.	16.666666%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 16A

FEDERAL/STATE LEASE #: W-59398

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 18: NE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	14.250000%
E. M. Nominee Partnership	17.416665%
Mesa Operating Limited Partnership	25.333345%
Kerr-McGee Corp.	7.799994%
John J. Christmann	3.899997%
Sherman H. Norton, Jr.	.974999%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	10.500000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	4.500000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT

TRACT #: 16B

FEDERAL/STATE LEASE #: W-59398

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 20: All

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	7.125000%
E.M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corp.	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr.	.325000%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	15.000000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING

UNIT
TRACT #: 17D

FEDERAL/STATE LEASE #: W-60620

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P. M.
Section 17: S/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	7.125000%
E. M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corporation	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr. & Ronda L. Norton as Joint Tenants	.650000%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	15.000000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING

UNIT
TRACT #: 17C

FEDERAL/STATE LEASE #: W-60620

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P. M.
Section 17: N/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	14.250005%
E. M. Nominee Partnership	17.416660%
Mesa Operating Limited Partnership	25.333345%
Kerr-McGee Corporation	7.799994%
John J. Christmann	3.899997%
Sherman H. Norton, Jr.	.650000%
Ronda L. Norton, as Joint Tenants	
Sherman H. Norton, Jr.	.649999%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	10.500000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	4.500000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 17B

FEDERAL/STATE LEASE #: W-60620

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P. M.
Section 9: SE/4SE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	7.125000%
E. M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corporation	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr.	.325000%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	15.000000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

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ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 17A

FEDERAL/STATE LEASE #: W-60620

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P. M.
Section 5: Lot 4
Section 6: Lots 1, 2, S/2NE/4, SE/4
Section 7: E/2
Section 18: SE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	14.250000%
E. M. Nominee Partnership	17.416665%
Mesa Operating Limited Partnership	25.333345%
Kerr-McGee Corporation	7.799994%
John J. Christmann	3.899997%
Sherman H. Norton, Jr.	.974999%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000003%
American Cometra, Inc.	5.499997%
Pacific Enterprises Oil Company (USA)	10.500000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	4.500000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 18A

FEDERAL/STATE LEASE #: W-60621

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P. M.
Section 21: N/2NW/4, NW/4NE/4, SW/4NW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	7.125000%
E. M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corporation	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr.	.325000%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000025%
American Cometra, Inc.	5.499975%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	15.000000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 22

FEDERAL/STATE LEASE #: State of WY 76-342

DESCRIPTION: Township 29 North, Range 114 W, 6th P.M.
Section 16: All

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration	7.125000%
E. M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corp.	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr.	.650000%
Corexcal, Inc.	2.000025%
American Cometra, Inc.	5.499975%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Company	15.000000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 27A

FEDERAL/STATE LEASE #: W-56739

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 32: SE/4NE/4, NE/4SW/4,
SE/4, S/2SW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.63940%
E. M. Nominee Partnership	19.11480%
Mesa Operating Limited Partnership	65.24580%

"SURFACE TO BASE OF DAKOTA FORMATION"

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ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 26A

FEDERAL/STATE LEASE #: W-36438

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 33: S/2N/2, S/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	12.50000%
E. M. Nominee Partnership	15.27778%
Mesa Operating Limited Partnership	17.22222%
Kerr-McGee Corp.	4.50000%
Norton Drilling Company	.50000%
Samedan Oil Corporation	50.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 26C

FEDERAL/STATE LEASE #: W-36438

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 34: W/2SW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	12.50000%
E. M. Nominee Partnership	15.27778%
Mesa Operating Limited Partnership	17.22222%
Kerr-McGee Corp.	4.50000%
Norton Drilling Company	.50000%
Samedan Oil Corporation	50.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

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ANNEX 1 to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 12

FEDERAL/STATE LEASE #: W-52404

DESCRIPTION: Township 29 North, Range 115 West, 6th P.M.
Section 12: All

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.75000%
E. M. Nominee Partnership	19.25000%
Drieling, Ltd.	30.00000%
Mesa Operating Limited Partnership	28.00000%
Kerr-McGee Corp.	6.30000%
Sherman H. Norton, Jr.	.35000%
Ronda L. Norton	.35000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 19A

FEDERAL/STATE LEASE #: W-62803

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 6: Lots 6, 7, SE/4NW/4, E/2SW/4
Section 7: Lots 1-4, E/2W/2
Section 18: Lots 1-4, E/2W/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.00000%
E. M. Nominee Partnership	18.33330%
Mesa Operating Limited Partnership	26.66670%
Kerr-McGee Corp.	24.00000%
John J. Christmann	12.00000%
Sherman H. Norton, Jr.	4.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT

TRACT #: 29A

FEDERAL/STATE LEASE #: W-69874

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 31: SE/4SE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.00000%
E. M. Nominee Partnership	18.33334%
Mesa Operating Limited Partnership	33.33333%
Kerr-McGee Corp.	20.00000%
John J. Christmann	10.00000%
Sherman H. Norton, Jr.	3.33333%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 5A

FEDERAL/STATE LEASE #: W-78475

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 10: SW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	11.25000%
E. M. Nominee Partnership	13.75000%
PG&E Resources Company	50.00000%
Mesa Operating Limited Partnership	20.00000%
Kerr-McGee Corp.	3.00000%
John J. Christmann	1.50000%
Sherman H. Norton, Jr.	.50000%

"SURFACE TO BASE OF DAKOTA FORMATION"

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ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 5B

FEDERAL/STATE LEASE #: W-78475

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 10: NW/4, W/2NE/4, SE/4NE/4, SE/4
Section 15: N/2NE/4, SW/4NE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	11.25000%
E. M. Nominee Partnership	13.75000%
PG&E Resources Company	50.00000%
Mesa Operating Limited Partnership	20.00000%
Kerr-McGee Corp.	3.00000%
John J. Christmann	1.50000%
Sherman H. Norton, Jr.	.50000

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 7A

FEDERAL/STATE LEASE #: W-49633

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 3: Lot 4, S/2NW/4, SW/4
Section 4: Lots 1-3, SE/4NW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Amoco Production Company	100.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 9A

FEDERAL/STATE LEASE #: W-49635

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 9: N/2S/2, S/2SW/4, SW/4SE/4
Section 15: NW/4, N/2SW/4, SW/4SW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Amoco Production Company	100.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 13

FEDERAL/STATE LEASE #: W-52405

DESCRIPTION: Township 29 North, Range 115 West, 6th P.M.
Section 13: All

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Mesa Operating Limited Partnership	100.000000%

"SURFACE TO BASE OF DAKOTA FORMATION"

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ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS,
dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 23A

FEDERAL/STATE LEASE #: Fee Lease - Fear Family Trust

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 115 WEST, 6TH P. M.
Section 3: SW/4SE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Fina Oil and Chemical Company	50.0000%
American Cometra, Inc.	36.6667%
Corexcal, Inc.	13.3333%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 20B

FEDERAL/STATE LEASE #: W-67196

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 115 WEST, 6TH P. M.
Section 1: NW/4SE/4, N/2, SW/4
Section 2: All
Section 11: E/2, E/2W/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	12.5010%
E. M. Nominee Partnership	15.2790%
Mesa Operating Limited Partnership	22.2200%
Kerr-McGee Corporation	30.0000%
John J. Christmann	15.0000%
Sherman H. Norton, Jr.	5.0000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

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ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September, 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 18B

FEDERAL/STATE LEASE #: W-60621

DESCRIPTION: TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P. M.
Section 21: SE/4NW/4, S/2NE/4, NE/4NE/4, S/2
Section 28: All

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	7.125000%
E. M. Nominee Partnership	8.708330%
Mesa Operating Limited Partnership	12.666670%
Kerr-McGee Corporation	3.900000%
John J. Christmann	1.950000%
Sherman H. Norton, Jr.	.325000%
Ronda L. Norton	.325000%
Corexcal, Inc.	2.000025%
American Cometra, Inc.	5.499975%
Pacific Enterprises Oil Company (USA)	35.000000%
Fina Oil & Chemical Company	7.500000%
TXO Production Corp.	15.000000%

"SURFACE TO THE BASE OF THE DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 27B

FEDERAL/STATE LEASE #: W-56739

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 32: N/2N/2, SW/4NE/4, S/2NW/4 NW/4SW/4
Section 31: Lots 1-4, W/2E/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.63940%
E. M. Nominee Partnership	19.11480%
Mesa Operating Limited Partnership	65.24580%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 26B

FEDERAL/STATE LEASE #: W-36438

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 33: N/2N/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	12.50000%
E. M. Nominee Partnership	15.27778%
Mesa Operating Limited Partnership	17.22222%
Kerr-McGee Corp.	4.50000%
Norton Drilling Company	.50000%
Samedan Oil Corp.	50.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 26D

FEDERAL/STATE LEASE #: W-36438

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 34: W/2NW/4, SE/4NW/4, SW/4 NE/4, W/2SE/4, E/2SW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	12.50000%
E. M. Nominee Partnership	15.27778%
Mesa Operating Limited Partnership	17.22222%
Kerr-McGee Corp.	4.50000%
Norton Drilling Company	.50000%
Samedan Oil Corp.	50.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 19B

FEDERAL/STATE LEASE #: W-62803

DESCRIPTION: Township 29 North, Range 114 West, 6th P.M.
Section 6: Lots 3-5
Section 26: NE/4NW/4, S/2NW/4, E/2, SW/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.00000%
E. M. Nominee Partnership	18.33330%
Mesa Operating Limited Partnership	26.66670%
Kerr-McGee Corp.	24.00000%
John J. Christmann	12.00000%
Sherman H. Norton, Jr.	4.00000%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 29B

FEDERAL/STATE LEASE #: W-69874

DESCRIPTION: Township 30 North, Range 114 West, 6th P.M.
Section 31: E/2NE/4, NE/4SE/4

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	15.00000%
E. M. Nominee Partnership	18.33334%
Mesa Operating Limited Partnership	33.33333%
Kerr-McGee Corp.	20.00000%
John J. Christmann	10.00000%
Sherman H. Norton, Jr.	3.33333%

"SURFACE TO BASE OF DAKOTA FORMATION"

ANNEX 1, to that certain AGREEMENT AND STIPULATION OF INTERESTS, dated September 1, 1989

RILEY RIDGE UNIT, SUBLETTE COUNTY, WYOMING
UNIT
TRACT #: 30

FEDERAL/STATE LEASE #: W-69890

DESCRIPTION: Township 30 North, Range 115 West, 6th P.M.
Section 36: Lots 1-4, W/2E/2, W/2

Working Interest/Operating Rights Owner	Working Interest/Operating Rights
Wolverine Exploration Company	14.06250%
E. M. Nominee Partnership	17.18750%
Mesa Operating Limited Partnership	31.25000%
Kerr-McGee Corp.	18.75000%
John J. Christmann	9.37500%
Sherman H. Norton, Jr.	3.12500%
Ted C. Reisig	3.12500%
Jim A. Wilkinson	3.12500

"SURFACE TO BASE OF DAKOTA FORMATION"

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, FINA OIL AND CHEMICAL COMPANY, 1601 N.W. Expressway, Suite 900, Oklahoma City, Oklahoma 73118, ("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 acknowledged, does hereby bargain, sell, grant, transfer, assign and convey unto COASTAL OIL & GAS CORPORATION, P. O. Box 749, Denver, Colorado 80201-0749, ("Assignee"), all of Assignor's interest in and to the Oil and Gas Leases and the entire estates created thereby, described in Exhibit "A" attached hereto (the "Leases"), insofar and only insofar as the Leases cover those depths and formations from the surface of the earth down to and including the base of the Dakota Formation less and except any and all existing well bores and associated equipment and production which are located on the Leases as of the date hereof.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever subject however to the following:

1. Assignor makes no warranty of title to the Leases, either express or implied, except as to parties claiming by, through or under Assignor.

2. Assignor reserves and retains all of its right, title and interest in and to all depths and formations lying below the base of the Dakota Formation and in and to existing wells and production and equipment attributable thereto. Specifically, Assignor reserves and retains its interest in and to the Riley Ridge No. 8-24 Well, the Riley Ridge No. 17-34 Well, the Riley Ridge No. 10-14 Well, the Riley Ridge No. 12-43 Well and the Riley Ridge No. 33-24 Well (the "Madison Wells") which are located on the Leases.

3. Assignor excepts and reserves concurrent rights of occupancy, use and possession of the surface and subsurface estate, together with the right of ingress to and egress from the land covered by the Leases for the purposes of exploring, developing and operating said lands for

226926

RECORDED Nov 27 19 89 1:00 PM
IN BOOK 84 O & G PAGE 500
FEES $12.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

500

oil, gas and other minerals at all depths which Assignor has retained, including, but not limited to the production, storage, treatment, processing, transporting and marketing of oil, gas and other minerals produced therefrom (and as a means of ingress to and egress from other lands covered by said Leases and any other lands not affected hereby) and for all other purposes specified in the Leases. Assignor agrees not to use the surface or subsurface of the premises affected hereby in any manner that would unreasonably restrict or unduly interfere with any of the rights of Assignee.

4. That certain letter agreement dated September 21, 1989, and amendatory letter dated October 4, 1989, between Assignor and Assignee.

IN WITNESS WHEREOF, the instrument is executed this 25th day of October, 1989, but for all purposes shall be effective October 1, 1989.

FINA OIL AND CHEMICAL COMPANY

~~ATTEST:~~

By: Richard C. Lindley
Richard C. Lindley
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me this 25th day of October, 1989, by Richard C. Lindley as Attorney-in-Fact of FINA OIL AND CHEMICAL COMPANY.

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

Linda C. Smedlund
Notary Public, Linda C. Smedlund

My Commission Expires:
June 15, 1991

EXHIBIT "A" TO THAT CERTAIN PARTIAL ASSIGNMENT OF OIL AND GAS LEASES DATED EFFECTIVE OCTOBER 15, 1989 BY AND BETWEEN FINA OIL AND CHEMICAL COMPANY, ASSIGNOR AND COASTAL OIL & GAS CORPORATION, ASSIGNEE

Lease Number	Riley Ridge Unit Tract No.	Lease Date	Lessor	Description	Gross Acres	Net Acres	Working Interest	Net Revenue Interest
All lands are located in Township 29 North, Range 114 West, 6th P.M., Sublette County, Wyoming								
64123-001	6	3/1/75	USA W-78476	Section 9: N/2	320.00	24.00	7.5%	6.1875%
64126-001	14	3/1/76	USA W-53852	Section 26: NW/4NW/4	40.00	10.00	25.0%	21.8750%
64124-001	16-A	8/1/77	USA W-59398	Section 18: NE/4	160.00	12.00	7.5%	6.09375%
64124-001	16-B	8/1/77	USA W-59398	Section 20: All	640.00	48.00	7.5%	6.09375%
64116-001	17-A	4/1/76	USA W-60620	Section 5: Lot 4 Section 6: Lots 1, 2, S/2NE/4, SE/4 Section 7: E/2 Section 18: SE/4	779.12	58.43	7.5%	6.00000%
64116-001	17-B	4/1/76	USA W-60620	Section 9: SE/4SE/4	40.00	3.00	7.5%	6.00000%
64116-001	17-C	4/1/76	USA W-60620	Section 17: N/2	320.00	24.00	7.5%	6.00000%
64116-001	17-D	4/1/76	USA W-60620	Section 17: S/2	320.00	24.00	7.5%	6.00000%
64125-001	18	4/1/76	USA W-60621	Section 28: All	640.00	48.00	7.5%	6.18750%
64125-001	18-A	4/1/76	USA W-60621	Section 21: NW/4NE/4, N/2NW/4, SW/4NW/4	160.00	12.00	7.5%	6.18750%

EXHIBIT "A" TO THAT CERTAIN PARTIAL ASSIGNMENT OF OIL AND GAS LEASES DATED EFFECTIVE OCTOBER 15, 1989 BY AND BETWEEN FINA OIL AND CHEMICAL COMPANY, ASSIGNOR AND COASTAL OIL & GAS CORPORATION, ASSIGNEE

Lease Number	Riley Ridge Unit Tract No.	Lease Date	Lessor	Description	Gross Acres	Net Acres	Working Interest	Net Revenue Interest
			All lands are located in Township 29 North, Range 114 West, 6th P.M., Sublette County, Wyoming					
64125-001	18-B	4/1/76	USA W-60621	Section 21: NE/4NE/4, S/2NE/4, SE/4NW/4, S/2	480.00	36.00	7.5%	6.18750%
64127-001	22	5/2/76	State of Wyoming 76-0342	Section 16: All	640.00	48.00	7.5%	6.18750%
[redacted]4128-001	23-A and 23-B	9/1/81	First Wyoming Bank, N.A., Trustee under Fear Family Trust	Section 3: S/2SE/4	80.00	40.00	50.0%	40.00000%
64129-001	Outside Unit	4/1/76	USA W-54161	Section 19: E/2	320.00	24.00	7.5%	6.18750%
64130-001	Outside Unit	4/1/76	USA W-54162	Section 29: NE/4 Section 29: SE/4, W/2	160.00 480.00	12.00 120.00	7.5% 25.0%	6.18750% 20.62500

[redacted]s:10/13/89

[redacted] [redacted] [redacted]

MEMORANDUM OF OPTION

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This Memorandum of Option is made this 1st day of September, 1989 concurrently with an Option to Purchase Oil & Gas Leases (the "Option"), and both this Memorandum and the Option constitute an agreement between Mesa Operating Limited Partnership ("Mesa") and Coastal Oil & Gas Corporation ("Coastal"), relating to the oil and gas leases described in Exhibit "A-2" attached hereto and any other oil and gas lease Mesa now owns or hereafter acquires covering lands lying within the Prospect Area Outline shown on the Plat attached hereto as Exhibit "A-1."

Mesa hereby grants, for valuable consideration described in the Option, to Coastal the exclusive right and option to buy the above described oil and gas leases at a price and under terms and conditions described in the Option. The Option shall expire two (2) years from the date of this Memorandum, and, unless exercised prior such date, Coastal shall have no further interest in the oil and gas leases under the Option.

OPERATING
MESA /LIMITED PARTNERSHIP

By: G Nuell Boudreaux
Title: G. Shell Boudreaux, Vice President
Exploration & Acquisitions
& Attorney-in-Fact
COASTAL OIL & GAS CORPORATION

ATTEST: P. Williams
Assistant Secretary

By: W L Donnelly
Title: W. L. Donnelly, Vice President

MS
THN
pwp

226927

CHB
10-18-89

RECORDED Nov. 27 19 89 11:00 A M
IN BOOK 84 O & G PAGE 504
FEES $18.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

b8149a2

STATE OF ~~WYOMING~~ TEXAS §
§
COUNTY OF ~~SUBLETTE~~ POTTER §

This instrument was acknowledged before me on the 20th day of October, 1989 by G. SHELL BOUDREAUX, known to me to be the Vice President, Exploration & Acquisitions & Attorney-in-Fact of Mesa Limited Partnership

ALETHA JO MAGNESS
Notary Public, State of Texas
My Commission Expires 1-3-91

Alethe Jo Magness
Notary Public in and for the
State of ~~Wyoming~~ Texas

My Commission Expires:
1-9-91

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of October, 1989 by W. F. Donelly, known to me to be the Vice President of Coastal Oil & Gas Corporation.

Judith Esterak
Notary Public in and for the
State of Texas

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

R 115 W

R 114 W

R 113 W

T 30 N

T 29 N

Prospect Area Outline

LAKE RIDGE UNIT

RILEY RIDGE UNIT

FOGARTY CREEK UNIT

TIP TOP UNIT

EXHIBIT "A-1"

Attached to and made a part of that certain Option to Purchase Oil and Gas Leases agreement dated September 1, 1999, between Mesa Operating Limited Partnership and Coastal Oil & Gas Corporatio

COASTAL OIL & GAS CORPORATION

RILEY RIDGE PROSPECT

Sublette County, Wyoming

506

SCHEDULE OF LEASES:
County: Sublette
State: Wyoming

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF OPTION DATED SEPTEMBER 1, 1989, BETWEEN MESA OPERATING LIMITED PARTNERSHIP AND COASTAL OIL & GAS CORPORATION

(The recording references herein are to the records of the county in which the lands are located.)

MESA COASTAL

*Only in the event the Stipulation of Interest becomes effective as to each tract and/or all parties elect to convert their overriding royalty interest to a working interest.

DATE OF LEASE	LESSOR	LESSEE	MESA'S WORKING INTEREST	MESA'S* NET REVENUE INTEREST	DESCRIPTION
05/02/76	State of Wyoming 76-0342	Chinook Roustabout Service Inc.	12.666670%	79.5%	Township 29 North - Range 114 West, 6th P.M. Section 16: All
10/01/72	USA W-36438	Devereux Milburn, Jr.	34.444440% 17.222220%	77.25% 83.5%	Township 30 North - Range 114 West, 6th P.M. Section 33: All Section 34: SW/4NE/4, W/2NW/4, SE/4NW/4, SW/4, W/2SE/4
04/01/73	USA W-38887	Howell Spear	10.000000%	83.5%	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
04/01/75	USA W-49634	John A. Yates	20.000000%	81.5%	Township 29 North - Range 114 West, 6th P.M. Section 8: All
12/01/75	USA W-52404	Edward C. Reinauer, Sr.	28.000000%	82.5%	Township 29 North - Range 115 West, 6th P.M. Section 12: All
12/01/75	USA W-52405	Dalport Oil Corporation	100.000000%	80.0%	Township 29 North - Range 115 West, 6th P.M. Section 13: All
04/01/76	USA W-54162	Patricia R. Pfenning	12.666670%	79.5%	Township 29 North - Range 114 West, 6th P.M. Section 29: NE/4
04/01/76	USA W-60620	Estelle C. Haefele	25.333345% 25.333345% 25.333345% 12.666670% 12.666670% 25.333345% 25.333345%	79.5%	Township 29 North - Range 114 West, 6th P.M. Section 5: Lot 4 Section 6: Lots 1, 2, S/2NE/4, SE/4 Section 7: E/2 Section 9: SE/4SE/4 Section 17: S/2 Section 17: N/2 Section 18: SE/4

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SCHEDULE OF LEASES:
County: Sublette
State: Wyoming

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF OPTION DATED SEPTEMBER 1, 1989, BETWEEN MESA OPERATING LIMITED PARTNERSHIP AND COASTAL OIL & GAS CORPORATION.
(The recording references herein are to the records of the county in which the lands are located.)

MESA COASTAL

*Only in the event the Stipulation of Interest becomes effective as to each tract and/or all parties elect to convert their overriding royalty interest to a working interest.

DATE OF LEASE	LESSOR	LESSEE	MESA'S WORKING INTEREST	MESA'S* NET REVENUE INTEREST	DESCRIPTION
04/01/76	USA W-54163	Bert L. Stovall	26.666670%	77.5%	Township 29 North - Range 114 West, 6th P.M. Section 23: E/2
12/01/76	USA W-56739	Judy P. Clifton	65.245800%	81.25%	Township 30 North - Range 114 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, W/2E/2 Section 32: All
08/01/77	USA W-59398	Fred D. Volz	25.333345% 12.666670%	78.25%	Township 29 North - Range 114 West, 6th P.M. Section 18: NE/4 Section 20: All
04/01/76	USA W-54161	Estelle C. Haefele	12.666670%	79.5%	Township 29 North - Range 114 West, 6th P.M. Section 19: E/2
04/01/76	USA W-60621	Patricia R. Pfenning	12.666670%	79.5%	Township 29 North - Range 114 West, 6th P.M. Section 21: All Section 28: All
11/01/78	USA W-62803	Gary L. Wise	26.666700%	74.5%	Township 29 North - Range 114 West, 6th P.M. Section 6: Lots 3, 4, 5, 6, 7, SE/4NW/4, E/2SW/4 Section 7: Lots 1, 2, 3, 4, E/2W/2 Section 18: Lots 1, 2, 3, 4, E/2W/2 Section 26: E/2, E/2NW/4, SW/4NW/4, SW/4
04/01/79	USA W-67196	Gus Carras	22.220000%	83.5%	Township 29 North - Range 115 West, 6th P.M. Section 1: All Section 2: All Section 11: E/2, E/2W/2
01/01/80	USA W-69874	J. T. Lykes, Jr.	33.333330%	85.8333%	Township 30 North - Range 114 West, 6th P.M. Section 31: E/2E/2

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SCHEDULE OF LEASES:
County: Sublette
State: Wyoming

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF OPTION DATED SEPTEMBER 1, 1989, BETWEEN MESA OPERATING LIMITED PARTNERSHIP AND COASTAL OIL & GAS CORPORATION
(The recording references herein are to the records of the county in which the lands are located.)

MESA COASTAL

*Only in the event the Stipulation of Interest becomes effective as to each tract and/or all parties elect to convert their overriding royalty interest to a working interest.

DATE OF LEASE	LESSOR	LESSEE	MESA'S WORKING INTEREST	MESA'S* NET REVENUE INTEREST	DESCRIPTION
01/01/80	USA W-69890	Jim A. Wilkinson and Ted C. Reisig	31.25000%	82.5%	Township 30 North - Range 115 West, 6th P.M. Section 36: Lots 1, 2, 3, 4, W/2E/2, W/2
06/01/74	USA W-78475	Joanne Pritchett	20.000000%	82.5%	Township 29 North - Range 114 West, 6th P.M. Section 10: All Section 15: E/2
03/01/75	USA W-78476	Pete J. Kithas	12.666670%	79.5%	Township 29 North - Range 114 West, 6th P.M. Section 9: N/2
04/01/79	USA W-80232	Gus Carras	22.220000%	83.5%	Township 29 North - Range 115 West, 6th P.M. Section 14: NE/4, E/2NW/4, S/2
01/01/80	USA W-103176	J. T. Lykes, Jr.	33.333330%	85.8333%	Township 30 North - Range 114 West, 6th P.M. Section 19: Lots 1, 2, 3, 4, E/2SW/4, NE/4SE/4, S/2SE/4 Section 20: NW/4, NW/4SE/4 Section 28: N/2 Section 29: All Section 30: N/2NE/4, SW/4NE/4, SE/4

509

[redacted] [redacted] [redacted]

RELEASE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MESA OPERATING LIMITED PARTNERSHIP, does hereby release all its right, title and interest in and to the following described oil and gas lease situated in Sublette County, Wyoming, to wit:

LEASE NO.:	WY-23674
DATE:	June 20, 1979
LESSOR:	John Schneider and Erika Schneider, his wife
LESSEE:	Mesa Petroleum Co.
DESCRIPTION:	T29N, R114W Section 2: W/2 SW/4 Section 3: N/2 SE/4
RECORDED:	Book 58, Page 134

EXECUTED this 15th day of November, 1989.

226931

RECORDED Nov. 27 1989 2:00 P M
IN BOOK 84 O&G PAGE 510
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

MESA OPERATING LIMITED PARTNERSHIP
By: Pickens Operating Co.
General Partner

By: G. Shell Boudreaux for RWP RCB
G. SHELL BOUDREAUX
Vice President, Exploration and
Acquisitions and as Attorney-in-Fact
MS

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 15th day of November, 1989, by G. SHELL BOUDREAUX, Vice President, Exploration and Acquisitions and as Attorney-in-Fact for Pickens Operating Co., General Partner of MESA OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the limited partnership.

ALETHA JO MAGNESS
Notary Public, State of Texas
My Commission Expires 1-9-91

Aletha Jo Magness
Notary Public

511

ORIGINAL

ASSIGNMENT

I JESS NICHOLS, hereby assign all of my right, title and interest in an OIL and GAS LEASE to JESS NICHOLS as Trustee, UDT dated May 2, 1985, wherein JESS NICHOLS is the Trustor, or any Successor Trustee thereunder.

Said interest was created by Assignment of Overriding Royalty Interest, signed by Lila Jean Miller as personal representative of the estate of Eunice M. Nichols, re Assignment dated April 18, 1989 re Larson-Minton Minton-Quealy, Township 27, NorthRange 113 West, 6th P.M. Section 28: NW 1/4 SE 1/4, N 1/2, SW 1/4, SW 1/4, SW 1/4, in Sublette County State of Wyoming.

Dated: 7-18-89

JESS NICHOLS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On JUL 18 1989, before me, the undersigned, a Notary Public in and for said State, with principal place of business in said County, personally appeared JESS NICHOLS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
PAUL C. McEWEN, JR.
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Exp. April 26, 1990

Notary Public 226932

RECORDED Nov 27 1989 2:15 P M
IN BOOK 84 O&G PAGE 511
FEES $ 4.00 Mary C. Lunt/for/ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. mae Roby

MEMORANDUM OF OIL AND GAS LEASES

THIS MEMORANDUM is executed this 17th day of November, 1989, by High Plains Energy Company for the purpose of informing the public that M. B. Rudman and John L. Schwabaker and Albert E. Schwabaker, Jr., individually and as Exclusive Leasing Rights owners for the interests of Gail S. Goldyne and Anne S. Levine, as Lessors, have granted to High Plains Energy Company of 1600 Broadway, Suite 1565, Denver, Colorado 80202, as Lessee, Oil and Gas Leases covering the following described lands in Sublette County, Wyoming:

Township 30 North, Range 114 West, 6th P.M.
Section 27: S2SW4
Section 34: NE4NW4
Containing 120.00 acres, more or less

Said Oil and Gas Leases are dated October 20, 1989, and shall remain in effect for a specified time period as more specifically set out in said Leases. Full copies of said Oil and Gas Leases are in the possession of Lessors and Lessee herein.

EXECUTED this 17th day of November, 1989.

HIGH PLAINS ENERGY COMPANY

By: _____
George W. Clay, IV, President

ATTEST:

By: _____
James F. Winter, Secretary

226933

RECORDED Nov. 27 1989 2:20 P M
IN BOOK 84 O&G PAGE 512
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 17th day of November, 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

(misc\rudman.mem)

513

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PRIMA OIL & GAS COMPANY**, 1801 Broadway, Suite 500, 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 **GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA**, 5300 Memorial Drive, Suite 800, Houston, Texas 77210, hereinafter called Assignee, 1/2 (One-Half) 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 Assignor's rights, 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 an undivided **TWO AND ONE-HALF PERCENT (2.5% x 8/8ths)** 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, said reserved overriding royalty to be proportionately reduced as to the interest herein assigned.

This assignment is made subject to all of the terms and provisions of the oil and gas leases, assignments to or by Assignor, whether or not recorded on the date hereof, and all agreements pertaining to said leaseholds, whether recorded or not, including but not limited to those agreements listed on Exhibit "B" attached hereto and made a part hereof.

This assignment is made subject to all of the terms and provisions of that certain letter agreement dated September 18, 1989 by and between Assignor and Assignee herein.

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.

226937

EXECUTED this 25th day of September, 1989.

By: _____
G. Walter Lunsford
Attorney-in-Fact for
Prima Oil & Gas Company

RECORDED Nov 27 1989 3:00 P M
IN BOOK 84 Or G PAGE 513
FEES $23.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of November, 1989, by G. Walter Lunsford, Attorney-in-Fact for Prima Oil & Gas Company.

WITNESS my hand and notarial seal.

My Commission Expires July 18, 1993

Cynthia G. Riedel
Notary Public

EXHIBIT "A"

Rider to that certain Blanket Assignment of Oil and Gas Leases dated September 25, 1989, by and between Prima Oil & Gas Company, as Assignor, and Global Natural Resources Corporation of Nevada, as Assignee.

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
1.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 114 West, 6th P.M. Section 11: SE4NE4 Section 12: NE4, N2SE4, NE4SW4, S2NW4 Containing 400.00 acres, more or less	Book 76, Page 8
2.	Robert V. Thompson, et ux	R.K. O'Connell	5-22-86	Township 29 North, Range 113 West, 6th P.M. Section 6: Lots 5, 6, 7, W2SE4, E2SW4, SE4NW4 Section 7: Lots 1, 2, W2NE4, E2NW4 Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 5, 6, 7, SW4NE4, W2SE4 Containing 806.61 acres, more or less	Book 77, Page 137
3.	Clifford R. Daniels, et ux	R.K. O'Connell	12-30-85	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 560.00 acres, more or less	Book 76, Page 415
4.	Inez P. Finnegan	R.K. O'Connell	12-8-85	Same as Lease No. 3 above	Book 76, Page 417
5.	Kenneth M. Gloster, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 647
6.	Kessler Gossage, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 649

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EXHIBIT "A"

Rider to that certain Blanket Assignment of Oil and Gas Leases dated September 25, 1989, by and between Prima Oil & Gas Company, as Assignor, and Global Natural Resources Corporation of Nevada, as Assignee.

	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
1.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 114 West, 6th P.M. Section 11: SE4NE4 Section 12: NE4, N2SE4, NE4SW4, S2NW4 Containing 400.00 acres, more or less	Book 76, Page 8
2.	Robert V. Thompson, et ux	R.K. O'Connell	5-22-86	Township 29 North, Range 113 West, 6th P.M. Section 6: Lots 5, 6, 7, W2SE4, E2SW4, SE4NW4 Section 7: Lots 1, 2, W2NE4, E2NW4 Township 29 North, Range 114 West, 6th P.M. Section 1: Lots 5, 6, 7, SW4NE4, W2SE4 Containing 806.61 acres, more or less	Book 77, Page 137
3.	Clifford R. Daniels, et ux	R.K. O'Connell	12-30-85	Township 30 North, Range 111 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, more or less	Book 76, Page 415
4.	Inez P. Finnegan	R.K. O'Connell	12-8-85	Same as Lease No. 3 above	Book 76, Page 417
5.	Kenneth M. Gloster, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 647
6.	Kessler Gossage, et ux	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 649

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
7.	Dru Van Riper, et vir	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 651
8.	Charles R. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 653
9.	Frank J. Springman	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 655
10.	Shannon M. Trivelpiece,	R.K. O'Connell	2-3-86	Same as Lease No. 3 above	Book 76, Page 657
11.	Robert V. Thompson, et ux	R.K. O'Connell	11-17-85	Township 29 North, Range 115 West, 6th P.M. Section 5: Lots 2, 3, S2NW4, SW4NE4, SW4, W2SE4 Section 6: S2NE4, E2SE4 Section 8: NE4NW4 Containing 632.10 acres, more or less	Book 76, Page 5
12.	Robert A. Springman, et ux	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 25: NE4, NE4NW4, E2SE4 Containing 280.00 acres, more or less	Book 83, Page 216
13.	Robert A. Springman, et ux	High Plains Energy Company	4-19-90	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, more or less	Book 55, Page 547

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
14.	Dan H. Budd and Budd and Sons Land Company	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 23: NE4NE4 Section 24: W2NW4, SE4NW4, Containing 480.00 acres, more or less	Book 83, Page 254
15.	Jennie B. Jordan	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 260
16.	Dorothea B. Newcomb	High Plains Energy Company	5-23-89	Township 30 North, Range 114 West, 6th P.M. Section 24: SE4 Containing 160.00 acres, more or less	Book 83, Page 264
17.	Robert V. Thompson, et ux	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 221
18.	Francis M. Johnson	Springfield Oil Company	11-5-85	Insofar and only insofar as said lease covers the following described lands Township 30 North, Range 114 West, 6th P.M. Section 14: SW4NE4, W2SE4, SW4, S2NW4, NW4NW4 Section 15: NE4NE4, SE4 Section 22: NE4NE4 Containing 640.00 acres, more or less	Book 76, at Page 217

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	Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
19.	Karen Davis, individually, as Executrix for the Estate of Shirley B. Luce and as Natural Guardian for Benny James and Bradley Reece Davis	High Plains Energy Company	4-10-89	Township 30 North, Range 114 West, 6th P.M. Section 34: N2NE4, SE4NE4 Section 35: SW4NW4, NW4SW4 Containing 200.00 acres, more or less	Book 83, Page 222
20.	Frank Schneider	High Plains Energy Company	5-2-89	Township 29 North, Range 114 West, 6th P.M. Section 3: N2SE4 Containing 80.00 acres, more or less	Book 83, Page 214
21.	Ruth F. Budd, Trustee	High Plains Energy Company	6-15-89	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	Book 83, Page 307
22.	Penny Chrisman	High Plains Energy Company	5-19-89	Township 30 North, Range 114 West, 6th P.M. Section 34: E2SE4 Section 35: S2SW4 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 Containing 628.58 acres, more or less	Book 83, Page 27[illegible]
23.	Pamela Johnson	Dolar Oil Properties	6-27-89	Same as Lease No. 22 above	Book 83, Page 196
24.	Harriet E. Chrisman, et al	Dolar Oil Properties	4-29-89	Same as Lease No. 22 above	Book 83, Page 324

5/8

Lessor	Lessee	Lease Date	Description	Recorded -- Book/Page
25. Stella C. Shaver, et vir	Dolar Oil Properties	6-27-89	Same as Lease No. 22 above	Book 83, Page 326
26. Frank E. Sears, et al	Dolar Oil Properties	6-27-89	Same as Lease No. 22 above	Book 83, Page 328

END OF EXHIBIT "A"

(J\global.exa)

519

[redacted] [redacted] [redacted]

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Oil and Gas Leases between Prima Oil & Gas Company, Assignor, and Global Natural Resources Corporation of Nevada, Assignee, dated 9/25/89.

1) A letter agreement dated February 23, 1989 between Morenergy Exploration Company, Bush Energy Company and Prima Oil and Gas Company.

2) A Joint Operating Agreement dated June 1, 1989 between Prima Oil and Gas Company (as Operator) and Apex Energy Company (as Non-Operator).

3) A Unit Agreement and Unit Operating Agreement dated August 10, 1989 for the development and operation of the Springman Creek Unit Area.

4) A letter agreement dated September 7, 1989 between Apex Energy Company and Plains Petroleum Operating Company.

5) A letter agreement between R. K. O'Connell, R. K. O'Connell Pension Plan, Hawthorne Oil Company and High Plains Energy Company dated April 3, 1989, and an amendment letter agreement thereto dated April 25, 1989 pertaining to Lease Nos. 1-14 as tabulated on Exhibit "A".

6) A letter agreement dated April 10, 1989 between Robert A. Springman and Wilda Sprngman and High Plains Energy Company pertaining to Lease Nos. 15-16 as tabulated on Exhibit "A".

7) A letter agreement dated May 2, 1989 between Wanda R. Orchard and High Plains Energy Company pertaining the Lease No. 17. as tabulated on Exhibit "A".

8) A Surface Damage and Right-of-Way Agreement dated May 19, 1989 between Dan H. Budd, Budd and Sons Land Company and High Plains Energy Company pertaining to Lease Nos. 18-20 as tabulated on Exhibit "A".

9) A letter agreement dated June 12, 1989 between Celsius Energy Company and Morenergy Exploration Company pertaining to Lease No. 21 as tabulated on Exhibit "A".

10) A letter agreement dated June 21, 1989 between Amoco Production Company and Morenergy Exploration Company pertaining to Lease Nos. 22-23 as tabulated on Exhibit "A".

11) A letter agreement dated July 10, 1989 between General Atlantic Resources, Inc. and Morenergy Exploration Company pertaining to Lease No. 24 as tabulated on Exhibit "A".

Prima Return To:

GLOBAL NATURAL RESOURCES CORPORATION
P.O. BOX 4682
HOUSTON, TEXAS 77210
ATTN: LAND DEPT.

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Exhibit "B"
Page 2

12) A letter agreement dated July 17, 1989 between Presidio Exploration, Inc. and Morenergy Exploration Company and an amendment letter agreement thereto dated July 20, 1989 pertaining to Lease No. 24 as tabulated on Exhibit "A".

13) A Surface Damage Agreement dated April 10, 1989 on Karen Davis Lease No. 25.

14) A Surface Damage Agreement dated July 21, 1989 on Ruth F. Budd Lease No. 27.

15) A letter agreement dated August 17, 1989 between Dolar Oil Properties, et al and High Plains Energy Company pertaining to Lease Nos. 28-32 as tabulated on Exhibit "A".

16) A letter agreement dated August 17, 1989 between G. G. Farnsworth, James E. Zerbst and Apex Energy Company pertaining to Lease No. 33 as tabulated on Exhibit "A".

Form 3000-3
June 1988)

16-18-013

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

RECEIVED
NOV 16 1989
SAMEDAN OIL CORPORATION

OCT 2 - 1 3
ENERGY CO.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 117264

Lease Effective Date
(Anniversary Date)
9/01/89

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 XX 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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment 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 32 North, Range 113 West, 6th PM Section 22: All Section 27: E/2NE/4, W/2, SE/4 Section 32: All Section 34: NE/4 Containing 2000 acres, more or less Sublette County, Wyoming	100%	66.666%	33.334%	-0-	-0-

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.

226948

RECORDED Nov. 29 1989 2:30 PM
IN BOOK 84 O&G PAGE 521A
FEES $8.25 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 effective NOV 1 1989

☐ Assignment approved for attached land description

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

/s/ PAMELA J. LEWIS
SUPERVISORY LAND LAW EXAMINER (Title)

OCT 20 1989 (Date)

FOR ASSIGNEE

521A

Item 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%)
2906 First Avenue North
Billings, Montana 59101

STATE OF OKLAHOMA)
) ss.
COUNTY OF CARTER)

On this 12th day of September, 1989, before me personally appeared James C. Woodson, to me personally known, who, being by me sworn, did say that he is the Vice-President of Samedan Oil Corporation, and that said Corporation by authority of its Board of Directors and said James C. Woodson, acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my official signature and seal at Ardmore, Oklahoma, on the month, day, and year first above written.

My Commission Expires:

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 any State thereof. For the assignment of NPR-A, assignee is a United States citizen, national or resident alien of the United States or any State thereof, or an association of such citizens or private, public or municipal corporations organized under the laws of the United States or any State in which the land covered by the assignment is located; (c) Assignee's chargeable interest, direct or indirect, in oil and gas leases in the same State or in adjoining States does not exceed 200,000 acres in oil and gas leases in the Gulf of Mexico Region, 200,000 acres in oil and gas leases in the Pacific Coast Region, or 200,000 acres in oil and gas leases in Alaska, if this is an oil and gas lease; (d) Assignee is in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State, if this is a gas lease; (e) Assignee is not in violation of sec. 41 of the Mineral Leasing Act; (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act; (g) 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 12th day of September, 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)

Executed this 28 day of September, 19 89

Assignees:
SIERRA ENERGY COMPANY

Richard G. Fortman, President

ATTEST: Assistant Secretary

FLYING J EXPLORATION & PRODUCTION INC.

John R. Scales, Vice President/General Mgr.

ATTEST: James W. Wilson, Asst. Sec.

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

STATE OF UTAH)
)
County of Salt Lake)

On this 4th day of October 1989, personally appeared before me, John R. Scales, who, being by me duly sworn, did say that he is the Vice President/General Manager of Flying J Exploration and Production, Inc. and that said instrument was signed in behalf of said corporation and said John R. Scales acknowledged to me that said corporation exeucted the same.

Lavonne J. Garrison-Stringer
Notary Public for the State of Utah
Residing at Salt Lake City, UT

My Commission Expires
6-28-1993

NOTARY PUBLIC
Lavonne J. Garrison-Stringer
333 Center Street
North Salt Lake, Utah 84054
My Commission Expires
August 28, 1993
STATE OF UTAH

ACK

State of NEVADA }
} ss.
County of WASHOE }

On this 28th day of September A. D. 1989 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 28th day of September A. D. 1989

(SEAL)

My Commission expires

JANELLE A. NELLEN
NOTARY PUBLIC
STATE OF NEVADA
WASHOE COUNTY
My Appnt. Expires JAN 27, 1991

Janelle A. Nellen
Notary Public

524

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-117873

Lease Effective Date
(Anniversary Date)
11/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Prima Oil & Gas Company
   Street 1801 Broadway, Suite 500
   City, State, ZIP Code Denver, Colorado 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 29 North, Range 113 West, 6th P.M. Section 5: Lot 4 Containing 36.88 acres, more or less Sublette County, Wyoming	100%	100%	None	None	None

226980

RECORDED Dec. 1 1989 9:20 AM
IN BOOK 84 O&G PAGE 524
FEES $ 8.00 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) (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 additional assignee(s) on reverse of this form or on a separate attached sheet
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 [redacted] ON ACT STATEMENT [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 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

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 COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 1st day of November, 1989, by George W. Clay, IV, President of High Plains Energy Company.

Witness my hand and notarial seal.

My Commission Expires June 25, 1991

Karen L. Gunn
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 1st day of November, 1989

Name of Assignor as shown on current lease: High Plains Energy Company
Please type or print

Assignor: George W. Clay, IV (Signature) President

Attorney-in-fact: [illegible] (Signature) Secretary

[illegible] Center
1600 Broadway, Suite 1565
(Assignor's Address)
Denver COLORADO 80202
(State) (Zip Code)

Executed this 16th day of November, 1989

Prima Oil & Gas Company

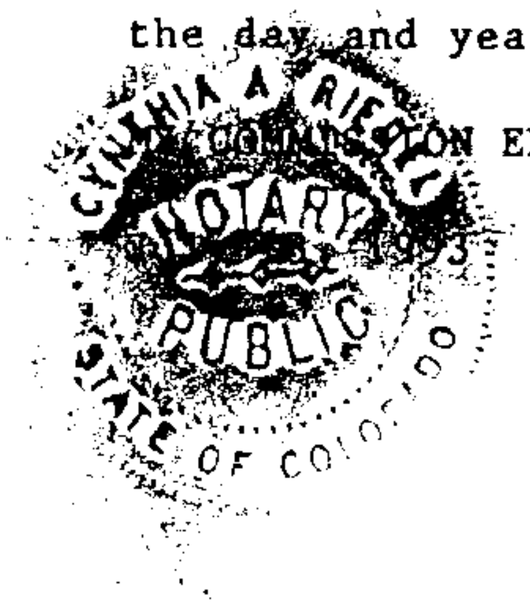
Assignee
or
Attorney-in-fact (Signature)
(Signature)

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.

525

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

On this 6th day of November, 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 such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.



MY COMMISSION EXPIRES:

NOTARY PUBLIC

Cynthia A. Riedel

Cynthia A. Riedel
1801 Broadway, Suite 500
Denver, Colorado 80202

orm 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-117874

Lease Effective Date
(Anniversary Date)
11/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Prima Oil & Gas Company
   Street 1801 Broadway, Suite 500
   City, State, ZIP Code Denver, Colorado 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 30 North, Range 113 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, SE4NW4, E2SW4, W2SE4 Section 18: Lots 1, 2, 3, 4, W2NE4, SE4NE4, E2W2, SE4 Section 19: Lots 1, 2, 3, E2, E2W2 Containing 1,599.05 acres, more or less Sublette County, Wyoming 226981	100%	100%	None	None	None

RECORDED Dec. 1 19 89 9:25AM
IN BOOK 84 O&G PAGE 527
FEES $ 8.00 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

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.

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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 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 COLORADO]
] ss.
COUNTY OF DENVER]

The foregoing instrument was acknowledged before me this 1st day of November, 1989, by George W. Clay, IV, President of High Plains Energy

WITNESS my hand and notarial seal.

My Commission Expires June 25, 1991

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 1st day of November, 1989

Name of Assignor as shown on current lease High Plains Energy Company
Please type or print

Assignor George W. Clay, IV (Signature)
or President
Attorney-in-fact (Signature)
Secretary

1600 Broadway, 1565
(Assignor's Address)

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

Executed this 6th day of November, 1989

Assignee Prima Oil & Gas Company
or (Signature)
Attorney-in-fact (Signature)

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

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

On this 14th day of December, 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 such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
JUNE 30, 1993

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF

NOTARY PUBLIC
Cynthia A. Riedel

Cynthia A. Riedel
1801 Broadway, Suite 500
Denver, Colorado 80202

530

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PETER W. HUMMEL, Individually and as General Partner of Scout Exploration, L.P.** , of Box 10350, Reno, **Nevada 89510; DOLAR OIL PROPERTIES**, of 9035 South 700 East, Suite 100A, Sandy, UT 84070, **T. A. KRITIKOS**, of 1141 Whitney Avenue, Grenta, LA 70053; and **BE JO KRITIKOS**, of 5449 Sutton Place, New Orleans, Louisiana 70131, 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 Lease described on Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said lease covers those rights from the surface of the ground to the stratigraphic equivalent of the Base of the Mesaverde Formation as encountered at a depth of 4,310' subsurface, from the dual induction log of the Apache Coporation #1-14 Vernon Johnson well located in the SE4SW4 of Section 14, T 30 N, R 114 W, 6th P.M., 6th P.M., Sublett Co., Wyoming, 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 an undivided **TWO AND 33/100 PERCENT (2.33% x 8/8ths)** of all oil, gas and casinghead gas produced, saved, and marketed from the above-described land as under the provisions of the aforesaid lease, 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.

If Assignor's interest in the Oil and Gas Lease described in Exhibit "A" hereto is less than the entire interest, or if said Oil and Gas Lease covers less than the entire fee title, then the overriding royalty interests reserved shall be reduced proportionately.

If Assignee does not commence or cause a Mesaverde test well to be commenced on your lease or on lands included within a unit participating area, drillsite spacing unit or pooled area therewith, on or before December 31, 1991, then Assignee shall re-assign all of its right, title and interest to Assignor free and clear of any additional burdens.

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 lease, 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.

Should any one or more of the parties hereinabove named as Assignor fail to execute this assignment, it shall nevertheless be binding upon all such parties who do execute it as Assignor. The word "Assignor" as used in this assignment, shall mean any one or more or all of the parties who execute this assignment as Assignor.

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 1st day of November, 1989.

DOLAR OIL PROPERTIES

By: _____
MARK S. DOLAR

_____
T. A. KRITIKOS

_____
BE JO KRITIKOS

_____
PETER HUMMEL, Individually & as General Partner of Scout Exploration Company, L.P.

[redacted]

[redacted]

226993

RECORDED Dec. 1 IN 89 3:45 PM
IN BOOK 84 Oi6 PAGE 530
FEES 8.25 M. L. Lanford COUNTY CLERK
SUBLETTE CO[redacted]ERK

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

The foregoing instrument was acknowledged before me this 17th day of November, 1989, by **PETER HUMMEL, Individually and as General Partner of Scout Exploration Company, L.P..**

WITNESS my hand and notarial seal.

My Commission Expires: 7-2-91 Melissa M. Maddox
Notary Public

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

MY APPOINTMENT EXPIRES JULY 2, 1991

The foregoing instrument was acknowledged before me this 25th day of October, 1989, by **MARK DOLAR**, as PROPRIETOR of **DOLAR OIL PROPERTIES.**

WITNESS my hand and notarial seal.

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 84070

STATE OF LOUISIANA)
PARISH ~~COUNTY~~ OF Jefferson)

The foregoing instrument was acknowledged before me this 1st day of November, 1989, by **T. A. KRITIKOS.**

WITNESS my hand and notarial seal.

My Commission Expires: De SALVO
Notary Public
Embossed hereon is my Jeneerson Parish,
State of La. Notary Public Seal
My Commission is issued for Life.

STATE OF LOUISIANA)
PARISH ~~COUNTY~~ OF Jefferson)

The foregoing instrument was acknowledged before me this 1st day of November, 1989, by **BEJO KRITIKOS.**

WITNESS my hand and notarial seal.

My Commission Expires:
F. L. De SALVO
Notary Public
Embossed hereon is my Jefferson Parish,
State of La. Notary Public Seal
My Commission is issued for Life.

2\c:\gwc\jgchris.asn

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated November 1, 1989, by and between PETER W. HUMMEL, Individually and as General Partner of SCOUT EXPLORATION COMPANY, L.P., DOLAR OIL PROPERTIES, T. A. KRITIKOS AND BE JO KRITIKOS, as Assignor and HIGH PLAINS ENERGY COMPANY, as Assignee.

LANDS BEING ASSIGNED

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
Sublette County, Wyoming

LEASE BEING ASSIGNED

LESSOR	LESSEE	LEASE DATE	RECORDING DATA BOOK / PAGE
John N. Chrisman and Nadine Chrisman, husband and wife	Dolar Oil Properties	April 29, 1989	84 O&G / 274

END OF EXHIBIT "A"

[redacted] [redacted] [redacted]

Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of September 30, 1989, at 11:59 p.m., local time (the "Effective Time"), is from APD ENERGY COMPANY, L.P., a Texas limited partnership ("Assignor"), formerly known as APD Company, to APC OPERATING PARTNERSHIP, L.P., a Delaware limited partnership ("Assignee"), both Assignor and Assignee having an address of Suite 1900, One United Bank Center, 1700 Lincoln Street, Denver, Colorado 80203-4519.

Recitals

Assignor was formed originally as a Texas general partnership under the name APD Company pursuant to a Partnership Agreement dated September 27, 1982, as amended by instruments dated September 28, 1983, June 30, 1986, March 24, 1987 and January 29, 1988. The original general partners of Assignor were Assignee and the predecessor in interest of The Dow Chemical Company ("Dow"). By Certificate of Limited Partnership dated January 29, 1988 and filed February 29, 1988 in the office of the Secretary of State of Texas, Assignor was converted into a limited partnership with Assignee as the remaining sole general partner and with Dow as the sole limited partner. Dow has now assigned to Assignee all of Dow's limited partner interests in Assignor and Assignee has elected to dissolve Assignor. As part of the dissolution process, Assignor now desires to transfer all of its oil and gas interests to Assignee.

Assignment

FOR $100.00 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, and its successors and assigns, the following (all of which are herein called the "Interests"):

1. All of Assignor's right, title and interest in and to the entire estates created by the leases, licenses, permits, term, mineral deeds and other agreements described

226995

RECORDED Dec 4 1989 11:00 A M
IN BOOK 84 O & G PAGE 533
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

in Exhibit A attached hereto and made a part hereof (herein called the "Leases"), which Leases cover and relate to the land described in Exhibit A (herein called the "Land"), together with all the property and rights incident thereto, including all of Assignor's rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto;

2. All of Assignor's right, title and interest in and to all of the personal property, fixtures, pipelines and improvements now or as of the Effective Time on the Land, appurtenant thereto or used or obtained in connection therewith or with the production, treatment, transportation, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances thereunto belonging; and

3. All other leasehold interests, overriding royalty interests, mineral interests, royalty interests and other interests, if any, whether now owned or hereafter acquired by Assignor, in and to the Land and the Leases and in or attributable to production therefrom.

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

This Assignment is made without warranty of any kind, either express, implied or statutory, except that Assignor shall warrant and defend the title of Assignee to the Interests against any and all persons claiming or attempting to claim an interest therein by, through or under Assignor, but not otherwise. Assignor hereby grants and transfers to Assignee, and its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

It is the intention of Assignor to convey to Assignee the entirety of the Interests owned by Assignor as of the Effective Time, and the description of acreages or lands set forth in Exhibit A shall not be deemed (1) to limited the quantity of such conveyance, or (2) to reserve any interest in properties making up the Interests to Assignor. Accordingly, Assignor quitclaims to Assignee its interest in and to any and all rights, titles and interest

that Assignor may own in the Interests that are in excess of or not specifically described by the descriptions of the acreages or lands set out in Exhibit A.

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

Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the counties or parishes in which the Interests are located.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Separate assignments of the Interests may be executed on approved forms by Assignor to Assignees, 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.

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

EXECUTED on October 31, 1989, but effective for all purposes as of the Effective Time.

APD ENERGY COMPANY, L.P.

By: APC OPERATING PARTNERSHIP, L.P.,
General Partner

By: APACHE CORPORATION,
General Partner

ATTEST:

Kathleen A. McCoy
Assistant Secretary

By: _____
James R. Bauman
Vice President

WITNESSES TO ALL SIGNATURES:

Name: Carol J. Glenn

Name: CHRIS GIRALO

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

CALIFORNIA

On this 31st day of October, 1989, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Bauman and Kathleen A. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the Vice President and Assistant Secretary, respectively, of APACHE CORPORATION, a Delaware corporation, as General

Partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, as General Partner of APD ENERGY COMPANY L.P., a Texas limited partnership, which corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, and acknowledged that said corporation and each of said partnerships executed the same.

COLORADO, KANSAS, NEBRASKA, TEXAS and WYOMING

The foregoing instrument was acknowledged before me on this date, by James R. Bauman and Kathleen A. McCoy, Vice President and Assistant Secretary, respectively, of APACHE CORPORATION, a Delaware corporation, as General Partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, as General Partner of APD ENERGY COMPANY L.P., a Texas limited partnership, on behalf of said corporation and limited partnerships.

LOUISIANA

On this date before me, appeared James R. Bauman and Kathleen A. McCoy, to me personally known, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of APACHE CORPORATION, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that they acknowledged the said instrument to be the free act and deed of said corporation, as the General Partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, as General Partner of APD ENERGY COMPANY L.P., a Texas limited partnership.

MICHIGAN

On this 31st day of October, 1989 before me appeared James R. Bauman and Kathleen A. McCoy, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of APACHE CORPORATION, the corporation named in the foregoing instrument, and acknowledged to me that they executed the same as the free and voluntary act and deed of said corporation as the General Partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, as General Partner of APD ENERGY COMPANY L.P., a Texas limited partnership, for the purposes therein mentioned and set forth, and that the seal affixed to said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and on behalf of said partnerships.

OKLAHOMA

Before me, on this date, personally appeared James R. Bauman and Kathleen A. McCoy, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as the Vice President and Assistant Secretary, respectively, of APACHE CORPORATION, a Delaware corporation, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation as the General Partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, as General Partner of APD ENERGY COMPANY L.P., a Texas limited partnership, for the uses and purposes therein set forth.

UTAH

On this date, personally appeared before me, James R. Bauman and Kathleen A. McCoy, who, being by me duly sworn, did say, that they are the Vice President and Assistant Secretary of APACHE CORPORATION, a Delaware corporation, and that said foregoing instrument was signed in behalf of said corporation as the General Partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, as General Partner of APD ENERGY COMPANY L.P., a Texas limited partnership, by authority of a resolution of its Board of Directors, and said officers acknowledged to me that said corporation and said partnerships executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed by official seal in the City and County of Denver, State of Colorado, this 31st day of October, 1989.

[SEAL] DEBBIE J. BALMER NOTARY PUBLIC STATE OF COLORADO

Debbie J. Balmer
Notary Public in and for the
State of Colorado

Debbie J. Balmer
[Printed Name of Notary Public]

My Commission Expires:

My Commission expires October 25, 1992

Address: 1700 Lincoln St, Ste 1900
Denver, CO 80203

PRCD/CJ2

EXHIBIT A
SCHEDULE OF
APACHE CORPORATION

COMPANY 001

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DATE	RECORD
201840	USA W-27878		DOROTHY CHORNEY	WY SUBLETTE	160.000	04/01/1971	BK PG
TRACT01	LABARGE EAST (APD RESERVED)						

T 027 N R 112 W
SEC0001

FIGURE FOUR FEDERAL 1 (BELCO)

SE/4
DEPTH A: SURFACE TO 10,185'
DEPTH B: BELOW 10,185'

539

ASSIGNMENT OF ROYALTY INTEREST IN MINERALS

I, Robert H. Johnson, of Rock Springs, Sweetwater County, Wyoming, do hereby grant, bargain, sell, convey, transfer, assign and set over to Robert H. Johnson and Susan M. Johnson, father and daughter, of 1515 Albany Circle, Rock Springs, Wyoming 82901, as joint tenants with right of survivorship and not as tenants in common, all of grantor's right, title and interest in and to two assignments of royalty interest, consisting of five and nine-tenths (5.9%) percent of the previous landowners' overriding royalty, equal to one-half of one percent (1/2 of 1%), of all jade and any other valuable minerals except oil and gas, produced, saved and marketed on the following described real property located in Sublette County, Wyoming:

All of the $NE\frac{1}{4}SW\frac{1}{4}$ and the $W\frac{1}{2}SE\frac{1}{4}$ of Section 28, Township 30 North, Range 103 West, 6th P.M., Sublette County, Wyoming, consisting of One Hundred Twenty (120) acres, more or less; and

All of the $W\frac{1}{2}NE\frac{1}{4}$ of Section 33, Township 30 North, Range 103 West, 6th P.M., Sublette County, Wyoming, consisting of Eighty (80) acres, more or less.

The royalty interest conveyed herein shall be free and clear of all costs of development and operation and subject only to taxes.

It is the intent of grantor that this assignment includes all rights assigned to him by those certain assignments, executed by Leonard Hay and W. D. Thompson, in 1976, and recorded on July 14, 1977, in Book 1, Mineral Leases, Pages 470 and 471, Receiving Nos. 161222 and 161223, in the office of the County Clerk of Sublette County, Wyoming.

226997 IN WITNESS WHEREOF, I have execute this Assignment at Rock Springs, Sweetwater County, Wyoming, this 1st day of December, 1989.

RECORDED Dec. 4 1989 11:50 A M
BOOK 84 of G PAGE 540
FEES $ Free Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kelly

Robert H. Johnson

THE STATE OF WYOMING)
) ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Robert H. Johnson this 1st day of December, 1989.

Witness my hand and official seal.

Notary Public
County Clark

My Commission expires: Jan 1, 1991.

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-76436

Lease Effective Date
(Anniversary Date)
5-1-82

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 Street, Suite 3400
   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 29 North, Range 112 West, 6th P.M. Section 20: NW¼NW¼	100%	100%	-0-	-0-	See Case File

226998

RECORDED Dec. 4 1989 12:50 P M
IN BOOK 84 O&G PAGE 541
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

WY0058184-000
Long Island

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 NOV - 1 1989

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

FOR ASSIGNEE

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 7 1989
(Date)

541

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 COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of September, 1989, by S. Burritt Boynton as Operations Manager of Perma Land Company.

WITNESS my hand and official seal.

My Commission Expires: 03-27-93

Notary Public

ADDRESS:
1801 California Street, Suite 3400
Denver, Colorado 80202-2634

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of October, 1989, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires: 3-24-93

Notary Public

ADDRESS:
1801 California Street, Suite 3400
Denver, Colorado 80202-2634

Name of Assignor as shown on current lease Perma Land Company

Please type or print

Assignor S. Burritt Boynton (Signature)

or

Attorney-in-fact _____ (Signature)

355 Union Blvd., Suite 300
(Assignor's Address)

Lakewood, CO 80228
(City) (State) (Zip Code)

Enron Oil & Gas Company

Assignee _____ (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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016 60011

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-82327
Lease Effective Date
(Anniversary Date)
2-1-83
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* Perma Land Company
Street 355 Union Blvd., Suite 300
City, State, ZIP Code 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

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 112 West, 6th P.M. Section 18: SE¼NE¼	100.00	100.00	-0-	5.00%	-0-

226999

RECORDED Dec. 4 1989 12:15 P M
IN BOOK 84 of G PAGE 543
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nan 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 NOV 0 1 1989

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

/s/ PAMELA J. LEWIS
By _____ (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 17 1989
(Date)

FOR ASSIGNEE

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.

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 26th day of September, 1989

Name of Assignor as shown on current lease William B. Blakemore, II
Please type or print

Assignor William B. Blakemore II
(Signature)
or
Attorney-in-fact _____
(Signature)

_____
(Assignor's Address)

_____
(City) (State) (Zip Code)

Executed this 10th day of September, 1989

Perma Land Company

Assignee By: _____
(Signature)
or
Attorney-in-fact S. Burritt Boynton, General 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.

☆ U.S. GOVERNMENT PRINTING OFFICE 1986—673-016/95011

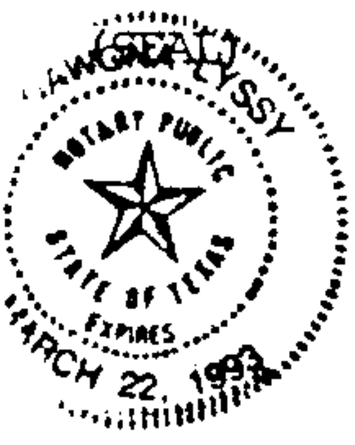
[redacted] [redacted] [redacted]

THE STATE OF TEXAS X

COUNTY OF MIDLAND X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM B. BLAKEMORE II, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of September, 1989.



Ramona Lyssy
Notary Public in and for
the State of Texas

Print Name

546

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-83894

Lease Effective Date
(Anniversary Date)
May 1 1983

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
Street P.O. Box 1188
City, State, ZIP Code Houston, TX 77251

*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

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
T 30 N, R 113 W, 6th P.M. Sec. 7: NE¼NW¼	100%	100%	none	5%	none
Containing 40 acres in Sublette County, Wyoming					
This assignment is subject to the reassignment clause attached hereto and made a part hereof.					

227000

RECORDED Dec. 4 19 89 12:5 P M
IN BOOK 84 O&G PAGE 546
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

ssignment approved for above described lands;

☐ Assignment approved for attached land description

gnment approved effective NOV - 1 1989

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

/s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 3 1989
(Date)

FOR ASSIGNEE

0581O6-a:0 (Star Corral) Tear

PART C: GENERAL INSTRUCTIONS

Tear

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.

Separate form must be used for each lease being affected by this assignment 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 assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.

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.

Form 3000-3
(June 1988)

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

[redacted]PROVED
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-83894

Lease Effective Date
(Anniversary Date)
May 1 1983

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company
   Street P.O. Box 1188
   City, State, ZIP Code Houston, TX 77251

*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

NOV 3 1989

NOTICE

Attached is the approved record title assignment of oil and gas lease WYW-83894
Annual rental payment: $40
Due annually on or before lease anniversary date of: May 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, CO 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.

This assignment is subject to the reassignment clause attached hereto and made a part hereof.

IN BOOK 91 PAGE
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least sixty (60) days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph shall not exceed the cash consideration paid for this assignment.

PLEASE Initial

RLE
(Initial for Identification)

0058106-020 (Star Corral) 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.

548

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 COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17TH day of AUGUST, 1989, by MARY K. EGAN and _____.

Witness my hand and official seal.

MY COMMISSION EXPIRES
6-6-92
650 S. Cherry Street
Denver, Colorado 80222

Lynette J. Mahaffey
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of September, 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

Notary Public

ADDRESS:
1801 California Street, Suite 3400
Denver, Colorado 80202-2634

...ury 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.

...cuted this 17th day of August, 19 89

...e of Assignor as shown on current lease Mary K Egan
Please type or print

...gnor Mary K. Egan
or (Signature)
...rney-in-fact _____
(Signature)

650 S. Cherry Street, Suite 1400
(Assignor's Address)

Denver, CO 80222
(City) (State) (Zip Code)

Executed this 6th day of September, 19 89

Assignee Enron Oil & Gas Company
or (Signature)
Attorney-in-fact _____
D. Weaver (Signature)

...18 U.S.C. Sec. 10[redacted] a crime for any person knowingly and willfully t[redacted]ny Department or agency of the United States an[redacted]itious or fraudulent ...nts or represent[redacted] any matter within its jurisdiction.

[redacted] ASSIGNMENT OF [redacted] ND GAS LEASE [redacted]

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

That, I, VERNON T. DELGADO, P. O. Box 66, Pinedale, Wyoming 82941, Assignor, for and in consideration of the sum of TEN AND MORE Dollars ($10.00+) in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto FLAG-REDFERN OIL COMPANY, P. O. Box 11050, Midland, Texas 79702, Assignee, all rights, title and interest of assignor in and to the oil and gas leases described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto the said Assignor, his successors and assigns, subject to the terms and conditions of said leases, the grants and reservations herein contained extending to any renewal lease(s), substitute lease(s) or new lease(s) issued in lieu thereof with full effect.

This Assignment is subject to that Letter Agreement dated December 30, 1983 between VERNON T. DELGADO and FLAG-REDFERN OIL COMPANY.

IN WITNESS WHEREOF, this instrument executed this 15th day of January, 1984, but effective January 1, 1984.

227001

A S S I G N O R

RECORDED Dec. 4 1989 1:10 P M
IN BOOK 84 O & G PAGE 549
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Vernon T. Delgado
VERNON T. DELGADO

By: mary riley

A S S I G N E E

ATTEST:

FLAG-REDFERN OIL COMPANY

By: Dale Stice
Dale Stice
Assistant Secretary

By: Glenn S. Brant
Glenn S. Brant
President

CERTIFICATE

I CERTIFY THAT THIS A TRUE AND
CORRECT COPY OF THE ORIGINAL
RECORDED IN THE OFFICE OF THE WYOMING
STATE LAND OFFICE

10/16/89
Date

Howard M. Fish
COMMISSIONER OF PUBLIC LANDS
AND FARM LOANS

549

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASE DATED JANUARY 15, 1984, BUT EFFECTIVE JANUARY 1, 1984, BY AND BETWEEN VERNON T. DELGADO, AS ASSIGNOR, and FLAG-REDFERN OIL COMPANY, AS ASSIGNEE.

1. Serial #82-0032 Flag-Redfern Oil Company #HZ43500

An undivided 10.00% interest in Oil and Gas Lease dated January 2, 1982 by and between the State of Wyoming, as Lessor, and Ralph A. DeSimone, as Lessee covering the following described land, to-wit:

Township 31 North, Range 114 West
Section 36: W/2

2. Serial #76-0342 Flag-Redfern Oil Company #HZ43900

An undivided .. interest in Oil and Gas Lease dated May 1, 1976 by and between the State of Wyoming, as Lessor and Chinook Roustabout Services, Inc., as Lessee, covering the following described land, to-wit:

Township 29 North, Range 114 West
Section 16: All

1.95% from surface to base of Dakota Formation
3.89% below base of Dakota Formation

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

On this 18th day of January, 1984 before me personally appeared Vernon T. Delgado, 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 this 18th day of January, 1984.

My Commission Expires:

My Commission expires November 19, 1987

Notary Public in and for
Sublette County, Wyoming

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

On this 30th day of January, 1984, before me personally appeared Glenn S. Brant, to me personally known who, being by me duly sworn, did say that he is the President of Flag-Redfern Oil Company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Glenn S. Brant acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30th day of January, 1984.

My Commission Expires:

D. Land
Notary Public in and for
Midland County, Texas
Commission Expires
4-13-85

Notary Public in and for
the State of Texas

ASSIGNMENT approved by Land Commissioner Feb. 24, 1984 without binding the State for the payment of any overriding royalty.

ASSIGNMENT recorded in the office of the Commissioner of Public Lands February 10, 1984 without binding the State for the payment of any overriding royalty.

ls

552

B. & P. Production
Reg IC (MP16-19)

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, Wyoming Petroleum Corporation, a Wyoming Corporation, does hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil and Gas Leases, situated in the County of Sublette, State of Wyoming, to wit:

LESSOR:	James W. Chrisman
DATE:	April 19, 1937
LESSEE:	C. Ed Lewis
DESCRIPTION:	Township 29 North, Range 113 West
	Section 10: E/2SE/4
	Section 11: S/2
	Section 12: W/2SW/4, SE/4SW/4, S/2SE/4
	Section 13: N/2NE/4, SE/4NE/4, N/2NW/4, SE/4SW/4, SE/4
	Section 14: N/2NE/4, NE/4NW/4
	Section 24: N/2NE/4
	Township 29 North, Range 112 West
	Section 18: Lots 1, 2, E/2NW/4
RECORDED:	Book 1, Page 66

Executed this 8th day of November, 1989.

ATTEST:

WYOMING PETROLEUM CORPORATION

By: Raymond A. Ebert

Title: President

227002

RECORDED Dec. 4 1989 2:00 P M
IN BOOK 84 O&G PAGE 552
FEES $ Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 8th day of November, 1989, by Raymond A. Ebert as President of Wyoming Petroleum Corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

4-15-91

Lisa M Morey
Notary Public

6297D

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, C.E.C. Industries Corp., 350 West 300 South, Salt Lake City, Utah 84110, hereinafter referred to as "ASSIGNOR", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, hereinafter referred to as "ASSIGNEE", its successors and assigns, an overriding royalty interest in all oil, gas and other hydrocarbons produced, saved and marketed from the lands subject to the Oil and Gas Leases described on the attached Exhibit "A". The amount of the overriding royalty interest herein assigned by ASSIGNOR is noted under the corresponding Oil and Gas Lease.

ASSIGNOR hereby represents and covenants that it is the lawful owner of the overriding royalty interests hereby transferred and assigned; that it has the full right and authority to transfer and assign same; that said interest is free and clear of all liens and encumbrances; and that ASSIGNOR will warrant and defend same against all claims and demands.

This Assignment of Overriding Royalty Interest is subject to the terms and conditions of that certain Purchase and Sales Agreement dated July 14, 1989, amended August 31, 1989 between the ASSIGNOR and ASSIGNEE.

Executed this 31 day of October, 1989, but effective 7:00 a.m. MST, May 1, 1989.

C.E.C. Industries Corp.

By: _____
George A. Matthews, Jr.
President

227003

RECORDED Dec 4 1989 2:00 P M
IN BOOK 84 O & G PAGE 553
FEES $ 17.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On this 31 day of October, 1989, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came George A. Matthews, Jr., President of C.E.C. Industries Corp., a corporation of the State of Nevada, personally known to me to be such officer, and to be the same person who has 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 the corporation for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires June 13, 1992.

Rebecca Barnard
Notary Public

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OVERRIDING ROYALTY ASSIGNMENT DATED OCTOBER 31st, 1989 BETWEEN PERMA LAND COMPANY AND C.E.C. INDUSTRIES CORP.

SUBLETTE COUNTY, WYOMING

DATE: June 1, 1952
LESSOR: USA FED. WYO. 0125391
LESSEE: Grace Hull
DESCRIPTION: T28N-R113W
Section 2: Lots 5, 6
INTEREST CONVEYED: 1.078125%

DATE: May 1, 1951
LESSOR: USA FED. WYO. 0136178
LESSEE: W. Russell Hull
DESCRIPTION: T30N-R113W
Section 21: S/2
INTEREST CONVEYED: 1.2%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014052
LESSEE: Grace Hull
DESCRIPTION: T28N-R113W
Section 1: Lots 7, 8
INTEREST CONVEYED: 1.078125%

DATE: August 1, 1950
LESSOR: USA FED. WYO. 026171
LESSEE: Shirley M. Hull
DESCRIPTION: T30N-R112W
Section 18: Lots 1, 2, 3, 4, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 32: N/2SW/4
INTEREST CONVEYED: 1% in section 32 lands.
2.203125% in section 18 lands.

DATE: September 1, 1946
LESSOR: USA FED. EVANSTON 022756
LESSEE: Albert E. Shaw
DESCRIPTION: T28N-R113W
Section 14: W/2
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1948
LESSOR: USA FED. WYO. 024756
LESSEE: Lucile Hilton
DESCRIPTION: T28N-R113W
Section 23: Lots 5, 6, 7
Section 24: Lots 5, 6, 7, 8, Tract 46A, Tract 46B
Section 25: ALL
INTEREST CONVEYED: 1.4%

DATE: January 1, 1950
LESSOR: USA FED. WYO. 0125387
LESSEE: Dorine Wyld Swigert
DESCRIPTION: T28N-R112W
Section 30: Lot 1
INTEREST CONVEYED: .984375%

DATE: December 1, 1948
LESSOR: USA FED. WYO. 0125385
LESSEE: Gordon S. Wise
DESCRIPTION: T28N-R112W
Section 19: Lots 3, 4
INTEREST CONVEYED: .95625%

[redacted] [redacted] [redacted]

DATE: June 1, 1948
LESSOR: USA FED. WYO. 0125388
LESSEE: Lucile Hilton
DESCRIPTION: T28N-R113W
Section 23: Lots 1, 2, 3, NE/4NW/4, N/2NE/4
Section 24: Lots 3, 4
INTEREST CONVEYED: 1.078125%

DATE: January 1, 1950
LESSOR: USA FED. WYO. 53496
LESSEE: Dorine Wyld Swigert
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 29: NW/4NW/4
Section 30: Lots 2, 3, 4, NE/4, E/2W/2
Section 31: Lots 1, 2, 3, SE/4, E/2W/2
INTEREST CONVEYED: .84375%

DATE: July 1, 1948
LESSOR: USA FED. WYO. 92216
LESSEE: E. Cecil McGavin
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 5: Lots 4-6, 11, 12, SW/4, S/2SE
Section 6: Lots 13-18, E/2SW/4, SE/4
Section 7: ALL
INTEREST CONVEYED: 1.09375%

DATE: August 1, 1951
LESSOR: USA FED. WYO. 07828
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 3: Lots 7, 8, S/2NW/4, N/2SW/4
INTEREST CONVEYED: .75%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014051
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 2: Lot 8
INTEREST CONVEYED: 1.125%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 0231772
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 2: SW/4NW/4, NW/4SW/4
Section 3: N/2SE/4, S/2NE/4, Lots 5, 6
INTEREST CONVEYED: 1.125%

DATE: September 1, 1954
LESSOR: USA FED. WYO. 056555
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 8: NW/4NE/4, S/2N/2 LESS 6.37AC.
Section 9: SW/4, W/2SE/4, SE/4SE/4
Section 17: S/2, S/2N/2
Section 20: W/2W/2, NE/4NW/4
Section 33: S/2N/2
INTEREST CONVEYED: 1% in S/2SW/4 of section 20.
1% in S/2N/2 of section 33.
2.203125% in balance of lands.

DATE: September 1, 1949
LESSOR: USA FED. WYO. 27641
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: E/2, SE/4NW/4
INTEREST CONVEYED: 1% in SE/4 of section 19.
2.203125% in balance of section 19 lands.

DATE: September 1, 1949
LESSOR: USA FED. EVANSTON 024445 E
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: NE/4NW/4
INTEREST CONVEYED: 2.203125%

DATE: September 1, 1949
LESSOR: USA FED. EVANSTON 024445
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: E/2SW/4 less and except the Stray 3 and Stray 4 Sands of the Almy Formation.
INTEREST CONVEYED: 1%

DATE: December 1, 1950
LESSOR: USA FED. WYO. 02736
LESSEE: Lucile Hilton
DESCRIPTION: T31N-R113W
Section 32: ALL
Section 33: SW/4NE/4, NW/4NW/4, S/2NW/4, S/2
Section 28: SW/4NW/4, NW/4SW/4
Section 29: ALL
Section 31: ALL
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1950
LESSOR: USA FED. EVANSTON 0125390
LESSEE: Eugene Hilton
DESCRIPTION: T29N-R112W
Section 30: Lots 1, 2, 3, 4, E/2W/2, NW/4NE/4, S/2NE/4, SE/4
Section 31: ALL
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1950
LESSOR: USA FED. EVANSTON 026216
LESSEE: Eugene Hilton
DESCRIPTION: T29N-R112W
Section 32: W/2SW/4
INTEREST CONVEYED: 1.078125%

DATE: September 1, 1950
LESSOR: USA FED. WYO. 0125389
LESSEE: James P. Kerby
DESCRIPTION: T29N-R112W
Section 19: Lots 2, 3, 4, NE/4NE/4, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
INTEREST CONVEYED: .84375%

DATE: August 1, 1949
LESSOR: USA FED. EVANSTON 024966
LESSEE: Margaret Justheim
DESCRIPTION: T30N-R113W
Section 23: E/2NW/4, SW/4NW/4, SW/4, E/2
INTEREST CONVEYED: 1%

DATE: May 1, 1948
LESSOR: USA FED. WYO. 0125384
LESSEE: Joseph Allen
DESCRIPTION: T28N-R113W
Section 11: E/2
Section 13: SW/4
Section 14: E/2
INTEREST CONVEYED: .75%

DATE: December 1, 1948
LESSOR: USA FED. WYO. 92217
LESSEE: Gordon S. Wise
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 17: SE/4SW/4
Section 18: Lots 1, 2, 3, NE/4SW/4, E/2NW/4
Section 19: E/2E/2
Section 20: W/2
INTEREST CONVEYED: .95625%

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, NW/4SE/4, S/2S/2
Section 4: Lots 1, 2, 3, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
T30N-R113W
Section 33: E/2, E/2W/2
INTEREST CONVEYED: .3%

DATE: December 31, 1938
LESSOR: USA FED EVANSTON 013494
LESSEE: Frederick Salathe Jr., Etal
DESCRIPTION: T29N-R113W (insofar as it covers)
Section 14: SW/4, W/2SE/4
INTEREST CONVEYED: .5%

DATE: April 1, 1951
LESSOR: USA FED. WYO. 27645
LESSEE: John H. Morgan
DESCRIPTION: T30N-R113W
Section 10: ALL
Section 14: W/2, W/2E/2, SE/4SE/4
Section 22: NE/4, E/2NW/4
INTEREST CONVEYED: 1.2%

DATE: June 1, 1948
LESSOR: USA FED. EVANSTON 023584
LESSEE: Lucille Hilton
DESCRIPTION: T28N-R113W
Section 23: Lot 4, W/2NW/4
INTEREST CONVEYED: .859375%

DATE: January 1, 1951
LESSOR: USA FED. WYO. 04226
LESSEE: John H. Morgan
DESCRIPTION: T30N-R113W
Section 28: SW/4NW/4, E/2NW/4, SW/4
INTEREST CONVEYED: .2%

DATE: August 1, 1951
LESSOR: USA FED WYO. 10679
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 3: S/2SW/4
INTEREST CONVEYED: .75%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014074
LESSEE: J. Darrell Nicodemus
DESCRIPTION: T29N-R113W
Section 35: NW/4
INTEREST CONVEYED: .2%

END OF EXHIBIT "A"

558

W-57546

EXHIBIT "B"

MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

This Memorandum of Overriding Royalty Agreement (Memorandum) is made by and between **ROBERT D. COWDERY**, with an address of 614 Bitting Bldg., 107 North Market, Wichita, Kansas 67202, (Overriding Royalty Owner) and **EXXON CORPORATION**, a New Jersey corporation, with an address of P. O. Box 2024, Houston, Texas 77252-2024 (Exxon).

By this Memorandum, Exxon and Overriding Royalty Owner have agreed to a method of calculating the payments due to Overriding Royalty Owner with respect to gas produced from the Madison Deep formation for purposes of paying Overriding Royalty Owner's overriding royalty interest(s) described in Exhibit "A-1", which method shall be effective for so long as the lease subject to such overriding royalty interest remains in effect. The consideration, terms and provisions are set forth in detail in an Overriding Royalty Agreement of this date, all terms and conditions of which are incorporated herein by this reference as fully and completely as if specifically set forth herein in full.

In the event of any conflict between this Memorandum and the Overriding Royalty Agreement, the terms and provisions of the Overriding Royalty Agreement shall control.

227008 A copy of the original Overriding Royalty Agreement is in possession of Exxon at the following address:

RECORDED Dec. 4 1989 2:50 P M
IN BOOK 84 O & G PAGE 558
FEES 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

Exxon Corporation
Royalty Owner Relations
P. O. Box 2024
Houston, Texas 77252-2024

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 2 1 [illegible]
BUREAU OF LAND MANAGEMENT

Reference herein to Exxon and Overriding Royalty Owner shall include references to their respective heirs, representatives, successors and assigns.

The Memorandum and Overriding Royalty Agreement constitute covenants running with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum this 5th day of October, 1986, effective as of the 26th day of September, 1986.

ROBERT D. COWDERY
OVERRIDING ROYALTY OWNER

EXXON CORPORATION

TRADE OK JED

FORM OK JKM

By: _____
Robert C. Olsen, Division Manager,
Prod. Dept., Exxon Company, U.S.A.,
(a div. of Exxon Corporation),
Agent and Attorney in Fact.

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV. 3
BUREAU OF LAND MANAGEMENT

THE STATE OF KANSAS)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 9th day of November, 1989, by ROBERT D. COWDERY.

My Commission Expires:
March 4, 1990

Notary Public in and for
Said County and State.

DEBRA K. CLINGAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp. 3-4-90

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me on this 22 day of January, 1990, by Robert C. Olsen, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
7-15-90

Notary Public, State of Texas.

DEBORAH C. BAGWELL
Notary Public, State of Texas
My Commission Expires July 15, 1990

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

NOV 21 1990
BUREAU OF LAND MANAGEMENT

EXHIBIT "A-1"
TO MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

Lease/Tract Description	Unit and Tract	Exxon Working Interest in Lease/Tract	Lease Tract Interest In Unit	Owner's ORI Under Lease/Tract for Madison Formation	Owner's Lease/Tract Net Interest
T-28-N, R-115-W, 6th P. M. Sec. 26: All	Lake Ridge Unit Tract No. 35	1.000000	0.03060800	0.00250000	0.000076520

			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.000076520

561

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

NOV
BUREAU OF LAND MANAGEMENT

562

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

60016

Serial No.
WYW118164

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: Home Petroleum Corporation
Street: 1225 17th Street, Suite 3100
City, State, Zip Code: Denver, CO 80202

2 This application/offer/lease is for *(Check only One)* X 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-8910-724 *Sale Date (m/d/y) ____/____/____

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

T. 29N R. 109W Meridian 6th PM State Wyoming County Sublette

Sec. 26: All
Sec. 27: All

Amount remitted: Filing fee $ _____ Rental fee $ 1920.00 Total acres applied for 1280
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SEE ATTACHED

227029

RECORDED Dec. 7 1989 9:30 A M
IN BOOK 84 O&G PAGE 562
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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:

X Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Theresa D. Stevens
ACTING (Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
NOV 06 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

FOR LESSEE 7402742-A

[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 3rd day of October, 19 89

K. V. Christensen

(Signature of Lessee or Attorney-in-fact)

K. V. Christensen, 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. Government Printing Office 1988—573-017/96009

WYW118164 1280.000 Acres
T.0290N, R.1090W, 06th PM, WY
sec. 026 ALL;
027 ALL;
Sublette County

WYW118164

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.

WYW118164

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.

[redacted] [redacted] [redacted]

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.

568

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

60015

Serial No.
WYW118163

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: Home Petroleum Corporation
   Street: 1225 17th Street, Suite 3100
   City, State, Zip Code: Denver, CO 80202

2. This application/offer/lease is for *(Check only One)* X 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-8910-723 *Sale Date (m/d/y) ____/____/____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. 29N R. 109W Meridian 6th PM State Wyoming County Sublette
   Sec. 20: All
   Sec. 21: All
   Sec. 28: All

Amount remitted: Filing fee $ _____ Rental fee $ 2880 Total acres applied for 1920
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

227030

SEE ATTACHED

RECORDED Dec. 7 19 89 9:30 A M
IN BOOK 84 O & G PAGE 568
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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:

X Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Theresa M. Stevens

ACTING (Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

NOV 06 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

FOR LESSEE 74027:41-A

[redacted] [redacted] [redacted]

4 (a) Undersigned [illegible] 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 3rd day of October, 19 89. K V Christensen

(Signature of Lessee or Attorney-in-fact)

K. V. Christensen, 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. Government Printing Office: 1988—573-017/96009

WYW118163 1920.000 Acres
T.0290N, R.1090W, 06th PM, WY
sec. 020 ALL;
021 ALL;
028 ALL;
Sublette County

WYW118163

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.

WYW118163

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.

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.

574

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

00012

Serial No.
WYW118154

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 Home Petroleum Corporation
Street 1225 17th Street, Suite 3100
City, State, Zip Code Denver, CO 80202

2 This application/offer/lease is for: *(Check only One)* X 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-8910-705 *Sale Date (m/d/y): ____ / ____ / ____
***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
T. 29N R. 108W Meridian 6th PM State Wyoming County Sublette
Sec. 9: All
Sec. 17: All

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

227031

SEE ATTACHED

RECORDED Dec. 7 19 89 9:30 A M
IN BOOK 84 O&G PAGE 574
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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 Alexis M. Miller
ACTING (Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) NOV 03 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

FOR LESSEE 74C27;4C-A

[redacted] [redacted] [redacted]

[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 3rd day of October, 19 89

K. V. Christensen

(Signature of Lessee or Attorney-in-fact)

K. V. Christensen, 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. Government Printing Office: 1988—573-017/96009

WYW118154 1280.000 Acres
T.0290N, R.1080W, 06th PM, WY
sec. 009 ALL;
017 ALL;
Sublette County

[redacted] [redacted] [redacted]

WYW118154

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.

WYW118154

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.

[redacted] [redacted] [redacted]

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.

580

Form 3100-11
(June 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS 00011

Serial No. WYW118153

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: Home Petroleum Corporation
   Street: 1225 17th Street, Suite 3100
   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. WY-8910-704 *Sale Date (m/d/y) ____ ____ ____

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

T. 28N R. 108W 6th PM Meridian State Wyoming County Sublette

Sec. 25: All
Sec. 33: All
Sec. 34: All
Sec. 35: All

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

227032

SEE ATTACHED

RECORDED Dec. 7 19 89 9:40 A M
IN BOOK 84 O & G PAGE 580
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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: ACTING Angie M. Miller
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) NOV 03 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

FOR LESSEE 74027139-A

[redacted] [redacted] [redacted]

4. (a) Undersigned (1) offeror is a citizen of the United States; an association of citizens; a municipality, or a corporation organized under the laws of the United States or any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect 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 options, 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 3rd day of October, 19 89

K. V. Christensen

(Signature of Lessee or Attorney-in-fact)

K. V. Christensen, Attorney-in-Fact

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as specified in regulations at the time this lease is issued.

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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.

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No.
00010 WYW118152

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: Home Petroleum Corporation
   Street: 1225 17th Street, Suite 3100
   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.: WY-8910-703 *Sale Date (m/d/y): ___/___/___

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

28N R 108W Meridian 6th PM State Wyoming County Sublette
Sec. 19: Lots 1-4
Sec. 19: E/2, E/2W/2
Sec. 30: Lots 1-4
Sec. 30: E/2, E/2W/2
Sec. 31: Lots 1-4
Sec. 31: E/2, E/2W/2

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T	R	Meridian	State	County

227033

SEE ATTACHED

RECORDED Dec. 7 19 89 9:40 A M
IN BOOK 84 O&G PAGE 585
FEES $12.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Jane Riley

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 Doris M. Miller
(Signing Officer)

ACTING SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 03 1989
(Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

FOR LESSEE 74-03-113-A

(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 3rd day of October, 19 89

K. V. Christensen

(Signature of Lessee or Attorney-in-fact)

K. V. Christensen, 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. Government Printing Office: 1988—573-017/96009

WYW118152 1880.230 Acres
T.028ON, R.108OW, 06th PM, WY
sec. 019 lots 1-4;
019 E2,E2W2;
030 lots 1-4;
030 E2,E2W2;
031 lots 1-4;
031 E2,E2W2;
Sublette County

WYW118152

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]

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.

590

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. 00003 WYW118151

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: Home Petroleum Corporation
   Street: 1225 17th Street, Suite 3100
   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. WY-8910-702 *Sale Date (m-d-y) ____ ____ ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. 28N R. 108W Meridian 6th PM State Wyoming County Sublette
   Sec. 1: Lots 1-4
   Sec. 1: S/2S/2

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County
SEE ATTACHED				

227034

RECORDED Dec. 7 1989 9:40 A M
IN BOOK 84 O&G PAGE 590
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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 Alexis M. Miller
ACTING (Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
NOV 03 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 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 3rd day of October, 19 89

K. V. Christensen
(Signature of Lessee or Attorney-in-fact)
K. V. Christensen, 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 Government Printing Office 1988-573-017/96009

WYW118151 324.680 Acres
T.0280N, R.1080W, 06th PM, WY
sec. 001 lots 1-4;
001 S2S2;
Sublette County

WYW118151

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.

Kill[redacted]eek Area
[redacted]ETURN TO
CHEVRON [redacted]A INC.
LAND DEPARTMENT
WESTERN REGION
P.O. BOX 5050
SAN RAMON, CA 94583-0905

[redacted]

[redacted]

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
T. E. O'Brien Ranch, Inc. (997295)	12/16/85	76	325	T33N, R113W, 6th P.M. Sec. 34: NE/4 NE/4 Sec. 35: N/2

227079

RECORDED Dec. 8 1989 2:30 PM
IN BOOK 84 of G PAGE 595
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 30th day of October, 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 30th day of October, 1989.

My commission expires:

January 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

595

USA W-69877 Lease
951015

596

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
USA W-69877 (951015)	1/1/80	59	67	T35N, R114W, 6th P.M. Sec. 5: Lots 3, 4, S½NW¼, SW¼ Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Sec. 8: SW¼

227163
RECORDED Dec. 15 AD 89 4:15 P.M.
IN BOOK 84 O&G PAGE 546
FEES $4.50 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 23rd day of June, 1989.

CHEVRON U.S.A. INC.

By J. P. Harrington
Assistant Secretary

OFFICIAL SEAL
ARTA PILCHER BLAKE
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Exp. Mar 5, 1993

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 23rd day of June, 1989.

My commission expires:

March 5, 1993

Arta Pilcher Blake
Notary Public

[redacted] UT[redacted]NALS [redacted]

[redacted] UNITED STATES [redacted] 95
DEPARTMENT OF THE INTE
BUREAU OF LAND MANAGE ENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

[redacted] U.S.C. 181
[redacted] Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 [redacted]

READ INSTRUCTIONS BEFORE COMPLETING

D-10-32

1. Name : Enron Oil & Gas Company
Street Box 1188
City, State, Zip Code Houston, TX 77251

CONTRACTS

OCT 24 1989

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.	R.	Meridian	State	County
31N	113W	06th	WY	Sublette

Sec. 020 NESW, S2SW, N2SE, SWSE;
021 SWNW, NESW, W2SE;
028 N2NW;

227168

RECORDED Dec. 18 1989 10:50AM
IN BOOK 84 O&G PAGE 597
FEES $20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jan Riley

Total acres in lease 480.000
Rental retained $ 720.00

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

Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner (Title) OCT 16 1989 (Date)

EFFECTIVE DATE OF LEASE NOV 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.

597

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

548

The Paperwork Reduction Act of 1980 requires us to inform you that:

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 lease activities.

3. Response to this request is required to obtain a benefit pursuant to 43 CFR 3100.

NOTICE

The Privacy Act of 1974 and the regulations in 43 CFR 2 also provide that you be given the following information in connection with information required by this oil and gas lease.

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

PRINCIPAL PURPOSE:

ROUTINE USES:

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, which relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

4. (a) Undersigned

or separate lease that may include any land

offer cannot be withdrawn, either in whole or in part,

covers the land described in the withdrawal

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly Executed this 2nd day of

19

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office in advance of

Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first

(b) Competitive lease, $1.50, for primary

(c) Other, see attachment, or

as specified in regulations at the time this lease

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 subsection (a) or (b) for 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. Royalty rates are 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 on production removed or sold, to establish reasonable minimum values for royalty on production, after due notice and opportunity to be heard. When paid in value, royalty shall be due and payable monthly on the last day of the month next following the calendar month in which the production is removed or sold, unless otherwise agreed to by lessor. Lessee may request approval of a method of royalty determination not provided for in the regulations, which may be granted if determined by lessor to be consistent with the purposes of the Act. Royalty shall be computed on the highest price paid or offered at the point of sale by a purchaser in the area in which like quality production is customarily sold, unless lessee can show that a lower price is reasonable. Production removed or sold from the leased lands without measurement or computation of royalty due, as prescribed by lessor, shall be subject to a charge for theft or loss, unless lessee can show clearly that the theft or loss occurred without fault or negligence on its part and that it has complied with all measurement requirements. Lessee shall not be held liable for loss or destruction of royalty oil or other royalty products caused by fire, explosion, or other casualty beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not producing leases shall be at the beginning of the next lease year shall be payable at the expiration of each lease year beginning after the discovery of 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 lessee establishes to the satisfaction of lessor that such action is necessary to encourage the greatest ultimate recovery of 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 (30 U.S.C. 1701 et seq.). 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 lessee, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or other mineral leasing authorities.

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 [illegible] for six 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).

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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.

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Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor 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.

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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.

[illegible]

RECEIVED
BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR
UNITED STATES

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	October 3, 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-820 Township 31 North, Range 113 West Section 20: NE¼SW¼, S½SW¼, N½SE¼, SW¼SE¼ Section 21: SW¼NW¼, NE¼SW¼, W½SE¼ Section 28: N½NW¼ Sublette County, Wyoming Containing 480.00 acres, more or less		

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)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *including partnerships and trusts* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof. (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district. (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) [illegible] in compliance with reclamation requirements for all Federal [illegible] and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act, and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof, and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence in the United States; a municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations; and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID
(Except NPR-A)

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.

2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction.

3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.

5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.

2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.

3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.

4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.

5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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 bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or 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: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

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

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit.

☆U.S. GOVERNMENT PRINTING OFFICE: 1988 - 573-017/96020

[redacted] [redacted] [redacted]

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.

WYW
117895

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 117895

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.

WYW
117895

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.

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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.

WYW 1095

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they appear on the lease. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

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Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW 117078

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

READ INSTRUCTIONS BEFORE COMPLETING

1 Name Enron Oil & Gas Company
Street Box 1188
City, State, Zip Code Houston, TX 77251

C-10-365
CONTRACTS 82

OCT 24 1989

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. 31N R. 114W 6th Meridian WY State Sublette County
sec. 009 S2;
010 N2;
014 N2SW;

227169

RECORDED Dec. 18 1989 10:55 AM
IN BOOK 87 016 PAGE 606
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Total acres in lease 720.000
Rental retained $ 1080.00

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

Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner OCT 16 1989
(Title) (Date)

EFFECTIVE DATE OF LEASE NOV 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, if acquired lands, percentage of Federal ownership of applied for minerals [redacted] agency controlling the surface of the land and the name of the unit or project w[redacted] a unit. The same offer may not include both Public

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 [redacted] e returned.

[redacted]

The Paperwork [redacted]

[redacted]

ROUTINE USES

(3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to the granting of a right to public lands or resources.

[redacted] from the record and/or the record will be transferred to appropriate Federal, State, or foreign agencies, when relevant to civil, criminal or regulatory investigations

NOTICE

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas lease

AUTHOR

PRINCIPAL PURPOSE

ROUTINE USES

EFFECT OF NOT PROVIDING INFORMATION—If all the information is not provided

An separate lease that may include any land described in this offer while this offer is pending may be issued before this lease, an amendment to this lease or a separate lease, whichever

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 [redacted] day of [redacted], 19[redacted]

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 3. 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 $[illegible]

(c) Other [illegible]

(d) [illegible] at the time this lease is issued.

If this lease [illegible] is committed to an approved [illegible] capable of producing leased minerals, [illegible] shall be paid on the production allocated to this lease [illegible] shall continue to be due at the [illegible] participating area.

Failure to pay annual rental, if due, on or before [illegible] date of this lease or any 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. 4. Royalties.—Royalties shall be paid to proper office of lessor [illegible] in accordance with regulations on production removed or sold from leased lands.

(a) Noncompetitive lease, 12½%

(b) Competitive lease, [illegible]%

(c) Other [illegible] attachment, or

(d) As specified in regulations at the time this lease is issued.

Lessee shall [illegible] specify whether royalty is to be based on a percentage of the gross value or on a specific dollar amount per unit of production. The value of production for royalty purposes, including the value determined by a minimum royalty, shall be the reasonable unrestricted first sale price received by lessee or, in the absence of a sale, the reasonable value of the production as determined by lessor. Lessee shall [illegible]

Minimum royalty in lieu of rental due at the beginning of each lease year beginning after a discovery in paying quantities shall be at the rate specified for royalties in section 4 hereof. Minimum royalty may be waived, suspended, or reduced, and the above royalty rates modified, if, after operations hereunder are commenced on the leased lands, the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

All royalties due hereunder shall be assessed or paid with payments and accounting [illegible] in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator of the lease or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or any mineral leasing law.

Sec. 5. Bonds.—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 6. 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. 7. Documents, evidence, and inspection.—Lessee shall file with proper office of lessor, not later than 30 days after effective date hereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, vouchers, or any other papers that pertain to [illegible] of production from the leased lands for 6 years after the records 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. 8. 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 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 assign surface uses other than those granted by this lease 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. Specifications 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 [illegible] are observed, lessee shall immediately contact lessor. Lessee shall cease operations that result in the destruction of such species or objects.

To the extent that impacts from mining operations would be [illegible] greater than those associated with normal drilling operations, lessor [illegible]

Sec. 9. Conservation.—Unless otherwise authorized, lessee shall not flare or vent gas produced from a well capable of producing helium in paying quantities. Lessee shall use all reasonable precautions to prevent the escape of gas containing helium from the reservoir to other strata. Lessee shall extract helium from all gas processed under this lease in a manner specified by lessor. Lessee shall deliver to lessor, at no expense to lessor, helium remaining in the gas after extraction, in such quantity, quality, and pressure as specified in regulations issued before the date of first delivery. Lessee shall include in any contract for sale of gas the provisions [illegible]

Sec. 10. Indemnification.—Lessee shall indemnify lessor for damage to lessor's improvements, [illegible] damage or harm to persons or property [illegible]

Sec. 11. Taxes and assessments.—Lessee shall pay when due all taxes legally assessed and levied under laws of the State or the United States, accord all employees [illegible] complete records of wages and hours each month in lawful money of the United States, and post notices and maintain places of employment in accordance with standard industry practices, and [illegible] necessary to protect the health and safety of the public.

Lessee shall [illegible] that products are sold at reasonable prices and to prevent [illegible] (to be calculated to the extent lessee 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 [illegible] 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. 12. 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. 13. 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, [illegible] successors, beneficiaries, or assignees of the respective parties hereto.

[illegible]

BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR
UNITED STATES

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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	October 3, 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-769 Township 31 North, Range 114 West Section 9: S½ Section 10: N½ Section 14: N½SW¼ Sublette County, Wyoming Containing 720.00 acres, more or less		

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)

(Signature of Bidder) (Lessee)
D. Weaver, Agent and Attorney-in-Fact

P.O. Box 1188
(Address of Bidder) (Lessee)

Houston, Texas 77251-1188
(City, State, and zip code)

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

(Continued on reverse)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof. (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired land (including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district. (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be 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; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations; and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID
(Except NPR-A)

1. **Separate bid** for each parcel is required. Identify parcel by the parcel **number** assigned in the *Notice of Competitive Lease Sale*.
2. **Bid must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the **bonus bid**, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction.
3. **If bidder is not** the sole party in interest in the lease for which the bid **is submitted**, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed **before the oral auction**, this form cannot be modified without being **executed again**.
5. **In view** of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management **at the oral auction**.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of A)(R 4)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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 bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPLE PURPOSE: The information is to be used to process your bid.

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

- This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or 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: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit.

☆U.S. GOVERNMENT PRINTING OFFICE: 1988 - 573-017/96020

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.

WYW 117878

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 117878

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). 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.

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they appear on the lease. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

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Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 89-00650
PARCEL NO. 980
FUND Common School
58193-000
Red Canyon

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

PERMA LAND COMPANY

, as lessee

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

320.00 Acres W½ Section 16, Twp. 31 N., Rg. 114 W., 6th P.M.

227170

RECORDED Dec. 18 1989 10:50 A.M.
IN BOOK 84 O&G PAGE 614
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

County Sublette - Total Acres 320.00 - Advance Rental $ 320.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of October, 1989 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners

BOARD OF LAND COMMISSIONERS STATE OF WYOMING SEAL

By: Howard Sheldon
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Perma Land Company

by: [signature] General Partner

Address 355 Union Blvd, Suite 300 City Lakewood

State Colorado (Zip) Telephone No (303) 980-0440

[redacted] [redacted] [redacted]

[redacted] OIL AND G[redacted]E TERMS [redacted]

Section 1 THE LESSEE AGREES

(a) BOND To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas

(b) PAYMENTS To make all paynents accruing hereunder to the Commissioner of Public Lands 2424 Pioneer Avenue, Cheyenne, Wyoming 82002

(c) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the effective date hereof, an annual rental of $1 00 per acre or fraction thereof

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made an annual rental of $2 00 per acre or fraction thereof, unless changed by agreement Such rental so paid for any one year shall be credited on the royalty for that year

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter No notice of rental due shall be sent to the lessee If the rental is not paid on or before the date it becomes due notice of default will be sent to the lessee, and a penalty of $0 50 per acre for late payment will be assessed

The lessee is not legally obligated to pay either the rental or the penalty but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease

(d) ROYALTIES The royalties to be paid by lessee are

(i) On oil, one-sixth of that produced saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected

(ii) On gas, including casinghead gas or other hydrocarbon substances produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom only one royalty shall be paid except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free

(e) DISPOSITION OF ROYALTY OIL AND GAS To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate all royalty oil, gas or other kindred hydrocarbons, free of charge on the premises where produced or at the option of the lessor and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas or other kindred hydrocarbons produced and saved

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas or other kindred hydrocarbons shall be good merchantable oil, gas or other kindred hydrocarbons The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control

The free storage of oil, as herein provided shall apply only as long as the said oil is the property of the lessor

(f) MEASUREMENTS OF PRODUCTION To guage, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith

To keep books, records and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator or sub lessee on other lands which shall be opened at all times for the inspection of any duly authorized agent of the lessor

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run and with monthly reports showing the month, year, amount and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased and the amount of gas returned to the sand

(g) MONTHLY PAYMENTS AND STATEMENTS Unless the time of payment is otherwise extended by the Commissioner of Public Lands to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor

(h) WELLS TO BE DRILLED To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land

(i) LOG OF WELLS AND REPORTS To keep a log, in the form approved by the lessor of each well drilled by the lessee on the lands herein leased showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor

To file progress reports in the form prescribed by the lessor at the end of each thirty (30) day period while each well is being drilled

To file annually or at such times as the lessor may require maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land

To make such other reports pertaining to the production and operations by the lessee on said land and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased as may be called for by the lessor All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant

(j) PRODUCTION To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation

No production agreements limiting, restricting, prorating, or otherwise affecting the nature of production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained

(k) SUSPENSION OF OPERATIONS Should any well drilled upon lands covered by this lease obtain production of oil, gas or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2 00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE PREVENTION OF WASTE To exercise reasonable diligence in drilling, producing and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees, to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof to conduct all operations subject to the inspection of the lessor to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided to enter on the property to repair damage or prevent waste at the lessee's expense to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control

(m) TAXES AND WAGES - FREEDOM OF PURCHASE To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming

(n) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS Not to assign this lease or any interest therein nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained

All overriding royalties to be valid must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises, with all permanent improvements thereon in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations

Section 2 THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necesary for the use of the lessee in the conduct of operations hereunder

(b) The right to lease, sell or otherwise dispose of other mineral or subsurface resources not covered by this lease in accordance with the applicable laws and the rules of the Board of Land Commissioners

(c) From the operation of this lease the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e. purchasers who will use, consume or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming

Section 3 APPRAISAL OF IMPROVEMENTS The lessee shall have the right, subject to the provisions of Title 36 as to State and State School Lands and Title 11 as to Farm Loan Board Lands W S 1977 to remove any improvements owned by lessee within a reasonable time after the termination of this lease Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4 FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud deceit or misrepresentations, or for the use of the lands for unlawful or illegal purposes or for the violation of the covenants of the lease, upon proper proof thereof in the event that the lessee shall default in the performance or observance of any of the terms, covenants and stipulations hereof or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may at its option declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date, if such be so specified by the lessee therein If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner, a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated

Sec. 1 (p)

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities."

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ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, hereinafter referred to as "ASSIGNOR", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Enron Oil & Gas Company, 1801 California Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNEE", its successors and assigns, an overriding royalty interest in all oil, gas and other hydrocarbons produced, saved and marketed from the lands subject to the Oil and Gas Leases described on the attached Exhibit "A". The amount of the overriding royalty interest herein assigned by ASSIGNOR is noted under the corresponding Oil and Gas Lease.

ASSIGNOR hereby represents and covenants that it is the lawful owner of the overriding royalty interests hereby transferred and assigned; that it has the full right and authority to transfer and assign same; that said interest is free and clear of all liens and encumbrances; and that ASSIGNOR will warrant and defend same against all claims and demands.

This Assignment of Overriding Royalty Interest is subject to the terms and conditions of that certain Purchase and Sales Agreement dated July 14, 1989, amended August 31, 1989 between the ASSIGNOR and C.E.C. Industries Corp.

Executed this 31st day of October, 1989, but effective 7:00 a.m. MST, May 1, 1989.

227171

RECORDED Dec. 18 1989 11:54 AM
IN BOOK 84 O&G PAGE 616
FEES 17.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Perma Land Company

By: _____

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 31st day of October, 1989, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, Partner of Perma Land Company, a ~~corporation~~ partnership of the State of Colorado, personally known to me to be such officer, and to be the same person who has executed as such officer the foregoing instrument of writing in behalf of said ~~corporation~~ partnership, and he duly acknowledged the execution of the same for himself and for the ~~corporation~~ partnership 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 8-11-93.

Bonnie K. Miller
Notary Public

BONNIE K. MILLER NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OVERRIDING ROYALTY ASSIGNMENT DATED OCTOBER 31, 1989 BETWEEN PERMA LAND COMPANY AND ENRON OIL & GAS COMPANY.

SUBLETTE COUNTY, WYOMING

DATE: June 1, 1952
LESSOR: USA FED. WYO. 0125391
LESSEE: Grace Hull
DESCRIPTION: T28N-R113W
Section 2: Lots 5, 6
INTEREST CONVEYED: 1.078125%

DATE: May 1, 1951
LESSOR: USA FED. WYO. 0136178
LESSEE: W. Russell Hull
DESCRIPTION: T30N-R113W
Section 21: S/2
INTEREST CONVEYED: 1.2%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014052
LESSEE: Grace Hull
DESCRIPTION: T28N-R113W
Section 1: Lots 7, 8
INTEREST CONVEYED: 1.078125%

DATE: August 1, 1950
LESSOR: USA FED. WYO. 026171
LESSEE: Shirley M. Hull
DESCRIPTION: T30N-R112W
Section 18: Lots 1, 2, 3, 4, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 32: N/2SW/4
INTEREST CONVEYED: 1% in section 32 lands.
2.203125% in section 18 lands.

DATE: September 1, 1946
LESSOR: USA FED. EVANSTON 022756
LESSEE: Albert E. Shaw
DESCRIPTION: T28N-R113W
Section 14: W/2
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1948
LESSOR: USA FED. WYO. 024756
LESSEE: Lucile Hilton
DESCRIPTION: T28N-R113W
Section 23: Lots 5, 6, 7
Section 24: Lots 5, 6, 7, 8, Tract 46A, Tract 46B
Section 25: ALL
INTEREST CONVEYED: 1.4%

DATE: January 1, 1950
LESSOR: USA FED. WYO. 0125387
LESSEE: Dorine Wyld Swigert
DESCRIPTION: T28N-R112W
Section 30: Lot 1
INTEREST CONVEYED: .984375%

DATE: December 1, 1948
LESSOR: USA FED. WYO. 0125385
LESSEE: Gordon S. Wise
DESCRIPTION: T28N-R112W
Section 19: Lots 3, 4
INTEREST CONVEYED: .95625%

DATE: June 1, 1948
LESSOR: USA FED. WYO. 0125388
LESSEE: Lucile Hilton
DESCRIPTION: T28N-R113W
Section 23: Lots 1, 2, 3, NE/4NW/4, N/2NE/4
Section 24: Lots 3, 4
INTEREST CONVEYED: 1.078125%

DATE: January 1, 1950
LESSOR: USA FED. WYO. 53496
LESSEE: Dorine Wyld Swigert
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 29: NW/4NW/4
Section 30: Lots 2, 3, 4, NE/4, E/2W/2
Section 31: Lots 1, 2, 3, SE/4, E/2W/2
INTEREST CONVEYED: .84375%

DATE: July 1, 1948
LESSOR: USA FED. WYO. 92216
LESSEE: E. Cecil McGavin
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 5: Lots 4-6, 11, 12, SW/4, S/2SE
Section 6: Lots 13-18, E/2SW/4, SE/4
Section 7: ALL
INTEREST CONVEYED: 1.09375%

DATE: August 1, 1951
LESSOR: USA FED. WYO. 07828
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 3: Lots 7, 8, S/2NW/4, N/2SW/4
INTEREST CONVEYED: .75%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014051
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 2: Lot 8
INTEREST CONVEYED: 1.125%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 0231772
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 2: SW/4NW/4, NW/4SW/4
Section 3: N/2SE/4, S/2NE/4, Lots 5, 6
INTEREST CONVEYED: 1.125%

DATE: September 1, 1954
LESSOR: USA FED. WYO. 056555
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 8: NW/4NE/4, S/2N/2 LESS 6.37AC.
Section 9: SW/4, W/2SE/4, SE/4SE/4
Section 17: S/2, S/2N/2
Section 20: W/2W/2, NE/4NW/4
Section 33: S/2N/2
INTEREST CONVEYED: 1% in S/2SW/4 of section 20.
1% in S/2N/2 of section 33.
2.203125% in balance of lands.

DATE: September 1, 1949
LESSOR: USA FED. WYO. 27641
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: E/2, SE/4NW/4
INTEREST CONVEYED: 1% in SE/4 of section 19.
2.203125% in balance of section 19 lands.

[redacted] [redacted] [redacted]

[redacted]eptember 1, 1949
LESSOR: USA FED. EVANSTON 024445 E
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: NE/4NW/4
INTEREST CONVEYED: 2.203125%

DATE: September 1, 1949
LESSOR: USA FED. EVANSTON 024445
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: E/2SW/4 less and except the Stray 3 and Stray 4 Sands of the Almy Formation.
INTEREST CONVEYED: 1%

DATE: December 1, 1950
LESSOR: USA FED. WYO. 02736
LESSEE: Lucile Hilton
DESCRIPTION: T31N-R113W
Section 32: ALL
Section 33: SW/4NE/4, NW/4NW/4, S/2NW/4, S/2
Section 28: SW/4NW/4, NW/4SW/4
Section 29: ALL
Section 31: ALL
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1950
LESSOR: USA FED. EVANSTON 0125390
LESSEE: Eugene Hilton
DESCRIPTION: T29N-R112W
Section 30: Lots 1, 2, 3, 4, E/2W/2, NW/4NE/4, S/2NE/4, SE/4
Section 31: ALL
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1950
LESSOR: USA FED. EVANSTON 026216
LESSEE: Eugene Hilton
DESCRIPTION: T29N-R112W
Section 32: W/2SW/4
INTEREST CONVEYED: 1.078125%

DATE: September 1, 1950
LESSOR: USA FED. WYO. 0125389
LESSEE: James P. Kerby
DESCRIPTION: T29N-R112W
Section 19: Lots 2, 3, 4, NE/4NE/4, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
INTEREST CONVEYED: .84375%

DATE: August 1, 1949
LESSOR: USA FED. EVANSTON 024966
LESSEE: Margaret Justheim
DESCRIPTION: T30N-R113W
Section 23: E/2NW/4, SW/4NW/4, SW/4, E/2
INTEREST CONVEYED: 1%

DATE: May 1, 1948
LESSOR: USA FED. WYO. 0125384
LESSEE: Joseph Allen
DESCRIPTION: T28N-R113W
Section 11: E/2
Section 13: SW/4
Section 14: E/2
INTEREST CONVEYED: .75%

DATE: December 1, 1948
LESSOR: USA FED. WYO. 92217
LESSEE: Gordon S. Wise
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 17: SE/4SW/4
Section 18: Lots 1, 2, 3, NE/4SW/4, E/2NW/4
Section 19: E/2E/2
Section 20: W/2
INTEREST CONVEYED: .95625%

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, NW/4SE/4, S/2S/2
Section 4: Lots 1, 2, 3, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
T30N-R113W
Section 33: E/2, E/2W/2
INTEREST CONVEYED: .3%

DATE: December 31, 1938
LESSOR: USA FED EVANSTON 013494
LESSEE: Frederick Salathe Jr., Etal
DESCRIPTION: T29N-R113W (insofar as it covers)
Section 14: SW/4, W/2SE/4
INTEREST CONVEYED: .5%

DATE: April 1, 1951
LESSOR: USA FED. WYO. 27645
LESSEE: John H. Morgan
DESCRIPTION: T30N-R113W
Section 10: ALL
Section 14: W/2, W/2E/2, SE/4SE/4
Section 22: NE/4, E/2NW/4
INTEREST CONVEYED: 1.2%

DATE: June 1, 1948
LESSOR: USA FED. EVANSTON 023584
LESSEE: Lucille Hilton
DESCRIPTION: T28N-R113W
Section 23: Lot 4, W/2NW/4
INTEREST CONVEYED: .859375%

DATE: January 1, 1951
LESSOR: USA FED. WYO. 04226
LESSEE: John H. Morgan
DESCRIPTION: T30N-R113W
Section 28: SW/4NW/4, E/2NW/4, SW/4
INTEREST CONVEYED: .2%

DATE: August 1, 1951
LESSOR: USA FED WYO. 10679
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 3: S/2SW/4
INTEREST CONVEYED: .75%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014074
LESSEE: J. Darrell Nicodemus
DESCRIPTION: T29N-R113W
Section 35: NW/4
INTEREST CONVEYED: .2%

[redacted] END OF EXH[redacted] "A" [redacted]

RECEIVED
APR 23 1951
Bureau of Land Management
Land Survey Office
Cheyenne, Wyo.

ORIGINAL

Form approved.
Budget Bureau No. 42-R

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Cheyenne, Wyo.
Serial No. 06205
Receipt No. 19853

sec. 1, act of July 29, 1942 (56 Stat. 726)

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

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

(Fill in on a typewriter or print plainly in ink and sign in ink)

Check #4135

1. Name W. Russell Hull

P. O. Address 209 Wasatch Oil Building, Salt Lake City 1, Utah

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

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
6th P. M. Meridian Wyoming (State)	Meridian (State)
T. 30 N. R. 113 W. Sec. ....: Legal subdivisions	T. ....: R. ....: Sec. ....: Legal subdivisions
Sec. 9: All Sec. 15: All Sec. 21: ~~All~~ N2 OK	This lease embraces the area and the land described in Item 2.
Preference right for new five year lease on Evanston 021578, pursuant to Act of Congress approved July 29, 1942 (56 Stat. 726:30 U. S.C.)	The rental retained is the rental amount shown in Item 4.
Total Area 1920.00 Acres	Total Area .... Acres
Sublette County OK	Rental retained $....

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

DEC 1 2 1951

BUREAU OF LAND MANAGEMENT

227176

4. Amount remitted: Filing fee $10, Rental $ 960.00, Total $ 970.00 OK

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born X Naturalized .... If naturalized, give court, date and number of naturalization certificate. Corporation or other legal entity (specify what kind): ....

(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation and Forest stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

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

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

RECORDED Dec. 13 1951 10:39 AM
IN BOOK 84 OG PAGE 621
FEES 6.00 May L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mae Ruby

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 11 day of April 19 51

WITNESS
Clarence E. Southern
J. M. Hardyman

W. Russell Hull
(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

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

THE UNITED STATES OF AMERICA

By Guy Williams
(Signing officer)

Effective date of lease MAY 1 1951

Manager, Land and Survey Office
(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.

This form may be reproduced provided that the copies are exact reproductions on one page of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).
16—68087-1

Sc 187-000
Deer Hill

50187-000

621

622

LEASE TERMS

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

SEC. 2. The lessee agrees

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) To furnish a bond in a sum double the amount of $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety or with deposit of United States bonds as surety therefor conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (4) That a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (5) In all other cases where a bond is not otherwise required to furnish not less than 90 days before the due date of the next unpaid annual rental, a $1,000 bond conditioned on compliance with the lease and gas code, but this requirement may be successively dispensed with on payment of each successive annual rental not less than 90 days prior to its due date. In lieu of any of the bonds described below the lessee may file such other bond as the regulations may permit.

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

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

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

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

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

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

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

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221). Provided however, that if this lease covers lands in Alaska and the lessee drills and makes the first discovery of oil or gas in commercial quantities in any geologic structure the royalty on production hereunder shall be 5 percent for 10 years following the date of discovery and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan, the 5 percent rate herein provided shall, for the purpose of computing royalty due the United States, inure to the benefit of all committed land within the participating area established by reason of such discovery.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline and other products obtained from gas due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources it is necessary, in his judgment, to do so in order to promote development or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no land office in the State in which the lands are located.

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

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

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

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

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

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

(l) *Nondiscrimination.*—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require as identical provision to be included in all subcontracts.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases such instrument to take effect upon the final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner or operator or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947, 61 Stat. 913, 30 U. S. C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon; (2) polluting the waters of reservoirs, springs, streams or wells; (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees, and upon completion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restorations to be made with respect to lands of the United States and improvements thereon.

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

(s) *Deliver premises in case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased, including all improvements which are necessary for the preservation of producing wells.

SEC. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government or its lessees or permittees, and for other public purposes.

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

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

(d) *Helium.*—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the exclusive and the right to extract helium from all gas produced under a lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, where upon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well on the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (1) of the act of August 1, 1946 (60 Stat. 724, 760, 42 U. S. C. 1801, 1806), all uranium, thorium, and other materials determined to be peculiarly essential to the production of fissionable materials contained in whatever concentrations, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

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

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

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

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

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

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

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

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State in which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. If less than five copies are filed, the offeror will have 15 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

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

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

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

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

9. The offer will be rejected and returned to the offeror with any rental paid and will afford the applicant no priority if: (a) The land description is insufficient to identify the lands or the lands are not entirely within a 6-mile square; (b) the area exceeds 2,560 acres except where the rule of approximation applies; or (c) the full filing fee and the first year's rental do not accompany the offer, the rental payment is for the wrong acreage (known and not known), or for the total acreage computed on the basis of 40 acres for each smallest legal subdivision; (d) the offer is signed by an agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to his qualification and citizenship and by evidence of the agent's authority to execute the offer and lease; (e) the offer is signed by a person under 21 years of age or at least three copies are not signed by the offeror; (f) less than five copies of the offer are filed and the copies received are not received in the land office before the expiration of 15 days from the date of receipt of the copies first filed; (g) there is noncompliance with item 5 a), 5 c) and 5 e) of the Special Instructions; (h) the offer form is filed subsequent to the expiration date in the upper left hand corner.

B. SPECIAL INSTRUCTIONS [1]

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres. All of the land must be within a 6-mile square. The lands requested should be described by legal subdivisions showing meridian, State, township, range and section, and if unsurveyed, by metes and bounds connected by courses and distances with some corner of the public land survey. Where possible the approximate legal subdivisions of unsurveyed lands should be stated.

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

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof. The $10 filing fee is retained as a service charge, even in those cases where the offer or lease is completely rejected. In order to protect the offeror's priorities with respect to the lands requested, it is important that the rental payments submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the lands are not included into or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of even 40-acre or quarter-quarter sections containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part the rental remitted for the parts withdrawn or rejected will be returned. Where, at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of 50 cents an acre on all the leased land as the yearly rental on such lands is $1 per acre. In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents per acre.

Item 5 (a).—Lessee will indicate whether a citizen by birth or naturalization. If naturalized give date of naturalization, the court in which naturalized, and the certificate number if known. If lessee is a woman, state whether married or single, and if married, the date of marriage and the same facts as to the citizenship of her husband. This information should be supplied on a separate sheet attached to Form 4-1158.

If lessee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, and it must furnish a statement showing the percentage of each class of its stock, and the percentage of all of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. If a certificate of incorporation has been filed, a reference to the previous record by serial number together with a statement of any subsequent amendments, will be sufficient. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 6 (b).—Acreage included in unit plans and certain section 18 and 19 leases is not chargeable.

Item 6 (c).—Whenever applicable, the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-216 stipulations (for lands in national forests), 4-467 lands potentially irrigable, 4-467a lands within the flow limits of a reservoir site; 4-467b lands within the drainage area of a constructed reservoir. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 6 (d).—If lessee is a corporation, an offer to lease will be accepted if accompanied either by the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the offer to lease has authority to do so, or by a certificate of the secretary or the assistant secretary of the corporation to that effect over the corporate seal. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 6 (e).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds and approximate legal subdivision.

[1] Items numbered according to numbers on offer form.

U. S. GOVERNMENT PRINTING OFFICE 16—63087-1

[redacted] [redacted] [redacted]

005842-000
LONG ISLAND

Form 3105-11*
(March 1984)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1985 JUL 18 AM 9:30

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0005
Expires January 31, 1986

Serial No.
W-95121

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 J. [illegible]

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 _____

Legal description of land requested:

T.	R.	Meridian	State	County

227177

RECORDED Dec. 18 1989 1:00 P M
IN BOOK 84 O&G PAGE 623
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kelly

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

T. 30 N., R. 112 W., Sublette County, 6th PM, WY
Sec 7, Lots 2, 3, 4, W½NE¼, SE¼NE¼, SE¼NW¼, E½SW¼, (less 6 acres in Reservoir R/W P-02052);
27, [illegible];
32, [illegible].

Total acres in lease 381.12
381.0

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 Fred O'Ferrall ACTING FRED O'FERRALL
(Signing Officer)

Chief, Oil and Gas Section OCT 31 1985
(Title) (Date)

EFFECTIVE DATE OF LEASE NOV 1 1985

FOR LESSEE

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

623

624

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska, and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 12 day of July, 1985

J D Cook

(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, $5.00;
(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 of a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), (c), or (d) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties - Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portion of land in 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, in accordance with the Federal Coal Leasing Amendments Act of 1976, FLPMA, NFMA, MLA, Mineral Management Act of 1982, FOGRMA, 96 Stat. 2447, [illegible] Royalties due on coal, other solid minerals, oil and gas lost or wasted from a lease site when such loss or waste is due to negligence or the lessee's failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

[illegible]

Sec. 4. Diligence, rate of development, unitization, and drainage. Lessee shall exercise reasonable diligence in developing and producing the leased lands, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor may specify the rate of development and production in the interest of sound operating practices and to require lessee to be fully responsible for and to carry out lessee's obligations with respect to any unit or cooperative development and operation agreement which includes all or any part of the leased lands. Lessee shall drill and produce wells necessary to protect leased lands from loss by production from other lands or otherwise, as may be required by lessor. Lessee may be required to account for separately and dispose of production from producible strata.

Sec. 5. Records and reports. Lessee shall keep accurate and complete records of operations, including the quantity, quality, and disposition of all leased resources produced or sold from the leased lands, and all expenditures for production, drilling, development, and operation of the leased lands. Such records shall be available for inspection by lessor at all reasonable times in the office where such records are normally kept, unless lessor approves in writing that records be kept elsewhere. Within 30 days after they are prepared, lessee shall furnish lessor with copies of all records regarding the operations conducted on the leased lands, as lessor may require. Lessee shall also furnish lessor a daily drilling report, a log, a copy of any directional survey run, and a report on each well test, core analysis, and water analysis made on the leased lands. Upon request, lessee shall submit to lessor an accurate survey plat showing development and improvements on the leased lands. Lessee shall keep lessor informed of the future plans and programs of lessee with respect to the leased lands to the extent that such future plans and programs may affect the responsibilities of lessor. Lessee shall comply with the applicable requirements of 30 CFR Part 216 and Part 217 and with orders issued under FOGRMA or the leasing authority.

[illegible]

Sec. 6. Conduct of operations - Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations. To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium. Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 9. Damages to property. Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity. Lessee shall pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practice; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to require that sufficient gas be produced at reasonable prices and to prevent undue discrimination by lessee. 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.

Upon cessation of operations, all surface facilities of this lease not retained to lessor's use shall be removed by lessee within a reasonable time, and the affected land restored as nearly as practicable to its original condition. Upon request, lessee shall remove equipment and improvements not required for producing wells.

Sec. 12. Proceedings in case of default. If lessee fails to comply with any provisions of this lease, and the noncompliance continues after written notice thereof, this lease shall be subject to cancellation in accordance with applicable provisions and penalties of FOGRMA, as amended. However, lessee shall not forfeit lands known to contain valuable deposits of leased resources because of failure to comply with any drilling or development obligation during any extension granted for discovery and production. This provision shall not limit the ability of lessor to pursue other legal and equitable remedies, including waiver of the default. Any such waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 13. 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, or assigns of the respective parties hereto.

No occupancy or other surface disturbance will be allowed within 500 feet of Sixty Seven Reservoir. This distance may be modified when specifically approved in writing by the District Manager, Bureau of Land Management.

In order to protect important seasonal wildlife deer and antelope winter range habitat, exploration, drilling, and other development activity will be allowed only during the period from May 1 to Nov 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

In order to minimize watershed damage during muddy and/or wet periods, the District Manager, Bureau of Land Management, may prohibit exploration, drilling or other development. This limitation does not apply to maintenance and operation of producing wells.

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Manager, Bureau of Land Management.

July 12, 85
Date

J. D. Cox
Signature

626

No. 3-7 ASSIGNMENT

FROM KINTZEL BLUE PRINT CO. 114 N. CENTER, CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
Washington, D. C.

RECEIVED
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE
JUL 21 1953
CHEYENNE, WYOMING

Oil and Gas Lease Wyoming
Serial No. 06206
Selma Ruben, Lessee

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the 9th day of July, 1953, by and between Selma Ruben, whose address is 110 Ocean Parkway, Brooklyn, N.Y. hereinafter called "Assignor," and Arthur B. Belfer, whose address is 47 Rodney St. Brooklyn, N. Y. hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing Wyoming Serial Number 06206, there was issued under date of May 1, 1951, to said Assignor, a United States Oil and Gas Lease bearing the above serial number and covering the following described land situated in Sublette County, State of Wyoming, that is:

T 30 N, R 113 W, 6th PM, Wyoming

Section 9: All
15: All
21: All

1,920.00 acres

227178

RECORDED Dec. 18 1989 1:00 PM
IN BOOK 84 O&G PAGE 626
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

DEC 19 1989

BUREAU OF LAND MANAGEMENT

and Mary Riley

WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above-described lease;

NOW THEREFORE:

In consideration of the sum of Ten Dollars ($ 10.00) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease," as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender or relinquish said lease to the assignor as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor.

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said Secretary.

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

5087-000
Deer Hill

11544

Kippe's Draw

8. Assignor and Assignee hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress) of all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

9. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

[redacted]

10. This assignment is subject to overriding royalties of record.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESSES:

To execution by Assignor

A. M. Walder

Violet Berman

Selma Ruben

Selma Ruben

Assignor

To execution by spouse of Assignor

Spouse of Assignor

To execution by Assignee

Assignee

Assignment approved:

By

Manager, Land and Survey Office

By

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

DEC 12 1983

BUREAU OF LAND MANAGEMENT

STATE OF New York }
COUNTY OF Kings } ss.

On this 9th day of July, 1953, before me personally appeared Selma Ruben and ..., 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.

Given under my hand and official seal this 9th day of July, A. D. 1953

My commission expires on the March 30, 1954

Philip Port
Notary Public

Residing at Brooklyn, N. Y.

NOTARY ... Qual. in ... L. Y. Co. Clk ... Term ...

STATE OF ... }
COUNTY OF ... } ss.

On this ... day of ..., 19..., before me personally appeared ... and ..., to me personally known, who being by me duly sworn, did say that they are the ... and ..., respectively of ..., a corporation organized and existing under and by virtue of the laws of the State 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 did severally acknowledge said instrument to be their free act and deed and the free act and deed of said corporation for the uses specified therein.

Given under my hand and official seal this ... day of ..., A. D. 1947.

My commission expires on the ...

Notary Public

Residing at ...

Recorded in the ... records of ... County, State of ..., in Book ... at page ... at ... o'clock ... M., on the ... day of ..., 19...

County Clerk and Recorder.

628

Form No. 4-1175
(July 1951)

With acreage c ged to 46,080

Facsimile reproduction
Kintzel Blue Print Co.
Box 741
Casper, Wyoming

NOT TO BE FILLED IN BY LESSEE
Receipt No. 23431D
The following to be filled in by land office when new serial number is required:
New Serial No. .....

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
OFFICE STAMP
FEB 21 1955
Land and Survey Office
Box 578 Cheyenne, Wyo.

Office Wyoming
Serial No. 06206
Date of Lease May 1, 1951

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 .....
(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:

227179

1. Lands affected by this assignment:

T. 30 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Section 9: All
15: All
21: All

1,920.00 acres, more or less, subject to production payments per attached rider.

RECORDED Dec. 18 1989 1:00 PM
IN BOOK 84 O&G PAGE 628
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Pixley

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 Secs. 9 and 15 - 6%, Sec. 21 - 5½%
(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

WITNESS: ATTEST:

A. M. Walter
A. M. Walter, Ass't. Sec'y.

BELCO PETROLEUM CORP.
A. B. Belfer
A. B. Belfer (Assignor's signature), Preside
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)
(Name and address)

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 Office
(Title)

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 19 19[illegible]
BUREAU OF LAND MANAGEMENT

50187-000
Deer Hill

Rippe's Draw

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 H. Luce and Shirley B. Luce, husband and wife as Lessor, and Belco Petroleum Corporation as Lessee, dated February 2, 1981, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 34: N2NE4, SE4NE4
Section 35: SW4NW4, NW4SW4

and containing 200.00 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 49.

WITNESS the following signatures this 18th day of October, 1989.

ENRON OIL & GAS COMPANY
as Successor-In-Interest to
Belco Development Corporation

ATTEST: x _____

By: x Quincy T. Hinton
Quincy T. Hinton, Jr.
Agent and Attorney-in-Fact

STATE OF Texas]
] ss.
COUNTY OF Harris]

THE FOREGOING instrument was acknowledged before me this 18th day of October, 1989, by Quincy T. Hinton, Jr. as Agent and Attorney-in-Fact of Enron Oil & Gas Company as Successor-In-Interest to Belco Development Corporation.

WITNESS my hand and notarial seal.

My Commission Expires 2-9-92

Connie Stevens
Notary Public

227182

RECORDED Dec 18 1989 2:30 PM
IN BOOK 84 O&G PAGE 629
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

630

9076

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 G. Chrisman, a single man; Harriet E. Chrisman, a single woman; Frank W. Sears and Sherry Sears, his wife; Vego M. Chrisman and Delle J. Chrisman, his wife; Helen C. Sears and Frank E. Sears, her husband; and Stella C. Shaver and Gaius Shaver, her husband, as Lessors, and Williams Exploration Company, as Lessee, dated January 6, 1982, covering the following described land, to-wit:

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

and containing 628.58 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in said County in Bock 64 of Photos, at Page 324.

WITNESS the following signatures this 7th day of September, 1989.

AMERICAN COMETRA, INC.

ATTEST: Chris A. Cox
Chris A. Cox
Corporate Secretary

227183

By: Carl W. Steinle
Carl W. Steinle
Vice President - Land & Legal

RECORDED Dec. 18 1989 2:30 PM
IN BOOK 84 O&G PAGE 630
FEES 4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ley

STATE OF Texas]
] ss.
COUNTY OF Tarrant]

THE FOREGOING instrument was acknowledged before me this 7th day of September, 1989, by Carl W. Steinle as Vice Pres- Land & Legal of American Cometra, Inc..

WITNESS my hand and notarial seal.

My Commission Expires 8-3-93

Caron O Grigsby
Notary Public
Caron O. Grigsby

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 Dorothea B. Newcomb, Jacqueline J. Wilson and Jennie B. Jordan, as Lessor, and Belco Petroleum Corporation as Lessee, dated May 17, 1971, covering the following described land, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 24: SE4

and containing 160.00 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 324.

227184 WITNESS the following signatures this 25th day of October ✓, 1989.

RECORDED Dec. 18 1989 2:30 P M
IN BOOK 84 O&G PAGE 631
FEES $ Leo Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Belco Petroleum Corporation

By: X Robert J. Hermann

Robert J. Hermann
Vice President - Tax

STATE OF Texas ✓
] ss.
COUNTY OF Harris ✓

THE FOREGOING instrument was acknowledged before me this 25th ✓ day of October ✓, 1989, by Robert J. Hermann ✓ as Vice-President-Tax of Belco Petroleum Corporation.

WITNESS my hand and notarial seal.

My Commission Expires 2-9-92 ✓

Carie Stevens ✓
Notary Public

632

STATE OF WYOMING

Loan #7087

Wyoming Farm Loan Board

ASSIGNMENT OF OIL AND GAS LEASE AND SUBORDINATION AGREEMENT

(With Right To Collect Rents)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE WYOMING FARM LOAN BOARD of the State of Wyoming, hereinafter called LENDER, is the owner and holder of a note and mortgage in the amount of $400,000.00 DOLLARS, dated January 7, 1987, executed by Budd and Sons Land Company, a Partnership, recorded in Book 47, Page 136 of the records of Sublette County, Wyoming; and,

WHEREAS, most of the property and all of the oil, gas or mineral rights in connection therewith covered by said mortgage, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 23: NE4NE4
Section 24: W2NW4, SE4NW4, S2

containing 480.00 acres, more or less, has been leased by Budd and Sons Land Company, a Partnership of Sublette County, Wyoming, hereinafter called OWNER, whether one or more, to High Plains Energy Company a Colorado Corporation, 1600 Broadway, Suite 1565, Denver, CO 80202, hereinafter called LESSEE, by lease dated May 19, 1989, and OWNER and LESSEE desire LENDER to subordinate its said mortgage to said lease and LENDER, as a condition to effecting such subordination, requires that OWNER, (a) Assign to LENDER said lease together with all rents (as hereinafter defined) payable under said lease, (b) Covenant and agree with LENDER as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and in further consideration of Ten Dollars, receipt of which is hereby acknowledged, the LENDER and OWNER hereby agree to the terms and conditions on the reverse of this lease assignment and subordination agreement.

IN WITNESS WHEREOF, LENDER has executed this instrument by its officers thereunto duly authorized and has affixed its official seal and OWNER has signed this instrument, all on or as of the 14th day of November, 1989.

ATTEST:

Farm Loan Commissioner

WYOMING FARM LOAN BOARD

By: _____
President

OWNER: _____
Dan S. Budd -- A Partner

227186

RECORDED Dec. 18 1989 2:40 P M
IN BOOK 84 of G PAGE 632
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

This instrument was filed for record at _____ o'clock ___M., on the _____ day of _____ A. D., 19___, and duly recorded in Book _____ on page _____.

Photographed _____
Indexed _____
Abstracted _____
Checked _____ Fees, $ _____

_____
County Clerk or Register of Deeds

By _____
Deputy

1. O[redacted] signs to LENDER said lease and all rent[redacted] ay be due or which from time to time s[redacted] e due, under the terms thereof, with the right at LENDER'S option, at any [illegible] and from time to time, upon default, to ger[illegible]ad receive the same, and after payment of all LENDER'S reasonable expenses, including reasonable attorney's fees, incurred in acting pursuant to this agreement, to apply the balance of said rents, at LENDER'S option, either to the principal of said note and mortgage or to the payment of any payments actually received, provided, however, that no application by LENDER of any rents shall be considered performance in part or in full of any of OWNER'S obligation under said note and mortgage or any other instrument securing said note (including the obligation to pay installments of principal and interest as they fall due). This assignment is absolute and unconditional and takes effect only upon default under or with respect to said note and mortgage or any other instrument securing said note.

2. The OWNER hereby warrants to LENDER that (a) he has not executed any prior assignment of said lease or of the rents to accrue thereunder, and that he has not performed any acts or executed any other instrument which might prevent LENDER from operating under any of the terms and provisions of this assignment, or which would limit LENDER in such operation; (b) said lease is now in full force and effect according to its original terms and that there is no default now existing thereunder; and (c) he will not, without the written consent of LENDER first had and obtained, (1) reduce the rents or accept payment of any rents in advance of the due date thereof; (2) modify said lease in any way or grant any concession in connection therewith.

3. LENDER agrees with, and for the benefit of said LESSEE that the lien of said mortgage is hereby made and hereafter shall be subordinate to the rights of said LESSEE, as set out and defined in said lease, for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other minerals and to save, care for, treat, transport and own said products for and during the term of said lease, it being expressly understood and agreed that such subordination shall in no manner affect the rights, lien or interest of the LENDER otherwise, and LENDER authorizes and directs LESSEE to pay to OWNER all rents accruing under said lease until demand in writing therefor is made of LESSEE by LENDER, provided, however, that the failure of LESSEE to pay to LENDER, upon demand as provided herein, all rents then accrued and unpaid and all rents thereafter accruing ipso facto shall forfeit and terminate this subordination and render it null and void and shall fully release LENDER from the effects of such subordination to the same extent as though no subordination had been executed by LENDER.

4. Unless sooner terminated under paragraph 3 hereof, this assignment shall remain in full force during the term of said note and mortgage and any renewal or extension thereof shall terminate and become null and void upon the release of said mortgage.

5. The term "rents" shall include rents, royalties, issues, profits, bonuses, damages and revenue of every kind, nature and description that OWNER as lessor is entitled to receive from LESSEE under said lease, including, but not limited to, any consideration or monies received by OWNER for the cancellation or surrender of any lease. The term "mortgage" shall be construed to include deed of trust.

6. This assignment and subordination and agreements herein contained shall inure to and bind the respective heirs, legatees, devisees, personal representatives, successors and assigns of OWNER, LENDER, and LESSEE.

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me BY Dan S. Budd, A Partner
this 1st day of August, 1989.

Witness my hand and official seal.

Frances C. Friday
Title of Officer

My Commission Expires: January 26, 1991

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me BY MIKE SULLIVAN
this 14th day of November, 19 89.

Witness my hand and official seal.

Onita C. Hirst
Title of Officer

My Commission Expires:

ONITA C. HIRST — Notary Public
County of Laramie State of Wyoming
My Commission expires Apr. 29, 1990

W-57546

CERTIFIED
to be a true and compleat copy
of the official records on file
DEC 18 1989
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1989 DEC 18 PM 3:17
RECEIVED
RIVERTON, WYOMING

EXHIBIT "B"

MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

This Memorandum of Overriding Royalty Agreement (Memorandum) is made by and between **PATRICIA HALAGAN**, with an address of 4496 Ranch Grove Drive, Irvine, California 92714, (Overriding Royalty Owner) and **EXXON CORPORATION**, a New Jersey corporation, with an address of P. O. Box 2024, Houston, Texas 77252-2024 (Exxon).

By this Memorandum, Exxon and Overriding Royalty Owner have agreed to a method of calculating the payments due to Overriding Royalty Owner with respect to gas produced from the Madison Deep formation for purposes of paying Overriding Royalty Owner's overriding royalty interest(s) described in Exhibit "A-1", which method shall be effective for so long as the lease subject to such overriding royalty interest remains in effect. The consideration, terms and provisions are set forth in detail in an Overriding Royalty Agreement of this date, all terms and conditions of which are incorporated herein by this reference as fully and completely as if specifically set forth herein in full.

In the event of any conflict between this Memorandum and the Overriding Royalty Agreement, the terms and provisions of the Overriding Royalty Agreement shall control.

227206 A copy of the original Overriding Royalty Agreement is in possession of Exxon at the following address:

RECORDED Dec. 20 1989 1:45 PM
BOOK 84 O&G PAGE 634
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

Exxon Corporation
Royalty Owner Relations
P. O. Box 2024
Houston, Texas 77252-2024

Reference herein to Exxon and Overriding Royalty Owner shall include references to their respective heirs, representatives, successors and assigns.

The Memorandum and Overriding Royalty Agreement constitute covenants running with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum this 20th day of NOVEMBER, 1989, effective as of the 26th day of September, 1986.

PATRICIA HALAGAN
OVERRIDING ROYALTY OWNER

CERTIFIED
to be a true and correct copy
of the official record on file
DEC 18 1989
BUREAU OF LAND MANAGEMENT

EXXON CORPORATION

TRADE OK
FORM OK

By: Robert C. Olsen
Robert C. Olsen, Division Manager,
Prod. Dept., Exxon Company, U.S.A.,
(a div. of Exxon Corporation),
Agent and Attorney in Fact.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1989 DEC 18 PM 3:17
RECEIVED
CASPER, WYOMING

THE STATE OF CAIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of NOVEMBER, 1989, by PATRICIA HALAGAN.

My Commission Expires:
JUNE 7, 1993

Andrea E. Cathoir
Notary Public in and for
Said County and State.

OFFICIAL SEAL
ANDRE E CATHOIR
Notary Public-California
ORANGE COUNTY
My Comm. Exp. June 7, 1993

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this 29th day of November, 1989, by Robert C. Olsen, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
7-15-90

Deborah C. Bagwell
Notary Public, State of Texas.

DEBORAH C. BAGWELL
Notary Public, State of Texas
My Commission Expires July 15, 1990

CERTIFIED
to be a true and correct copy
of the original
DEC 18 1989
BUREAU OF LAND MANAGEMENT

1989 DEC 18 PM 3:17
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A-1"
TO MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

Lease/Tract Description	Unit and Tract	Exxon Working Interest in Lease/Tract	Lease/Tract Interest In Unit	Owner's ORI Under Lease/Tract for Madison Formation	Owner's Lease/Tract Net Interest
T-28-N, R-115 W, 6th P. M. Sec. 26: All	Lake Ridge Unit Tract No. 35	1.000000	0.03060800	0.01500000	0.000459120
			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.000459120

937

CERTIFIED
to be a true and
correct copy

DEC 18 1989
BUREAU OF LAND MANAGEMENT

1989 DEC 18 PM 3 17

638

W-42791

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1989 DEC 18 PM 3:16
RECEIVED
WYOMING

EXHIBIT "B"

MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

STATE OF WYOMING |
|
COUNTY OF SUBLETTE |

This Memorandum of Overriding Royalty Agreement (Memorandum) is made by and between **JOHN HALAGAN**, with an address of 4496 Ranch Grove Drive, Irvine, California 92714, (Overriding Royalty Owner) and **EXXON CORPORATION**, a New Jersey corporation, with an address of P. O. Box 2024, Houston, Texas 77252-2024 (Exxon).

By this Memorandum, Exxon and Overriding Royalty Owner have agreed to a method of calculating the payments due to Overriding Royalty Owner with respect to gas produced from the Madison Deep formation for purposes of paying Overriding Royalty Owner's overriding royalty interest(s) described in Exhibit "A-1", which method shall be effective for so long as the lease subject to such overriding royalty interest remains in effect. The consideration, terms and provisions are set forth in detail in an Overriding Royalty Agreement of this date, all terms and conditions of which are incorporated herein by this reference as fully and completely as if specifically set forth herein in full.

In the event of any conflict between this Memorandum and the Overriding Royalty Agreement, the terms and provisions of the Overriding Royalty Agreement shall control.

27207 A copy of the original Overriding Royalty Agreement is in possession of Exxon at the following address:

CERTIFIED
to be a true and comparative copy
of the official record on file
DEC 18 1989
BUREAU OF LAND MANAGEMENT

RDED Dec. 20 1989 2:05 P M
BOOK 84 of G PAGE 638
COUNTY CLERK
SUBLETTE COUNTY CLERK
B. Jean Riley

Exxon Corporation
Royalty Owner Relations
P. O. Box 2024
Houston, Texas 77252-2024

Reference herein to Exxon and Overriding Royalty Owner shall include references to their respective heirs, representatives, successors and assigns.

The Memorandum and Overriding Royalty Agreement constitute covenants running with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum this 20th day of NOVEMBER, 1989, effective as of the 26th day of September, 1986.

JOHN HALAGAN
OVERRIDING ROYALTY OWNER

EXXON CORPORATION

TRADE OK DED
FORM OK

By: _____
Robert C. Olsen, Division Manager,
Prod. Dept., Exxon Company, U.S.A.,
(a div. of Exxon Corporation),
Agent and Attorney in Fact.

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

DEC 18 1989
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1989 DEC 18 PM 3:16

639

THE STATE OF CALIFORNIA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of NOVEMBER, 1989, by JOHN HALAGAN.

My Commission Expires:
JUNE 7, 1993

Cendra E. Luthor
Notary Public in and for
Said County and State.

OFFICIAL SEAL
ANDREE CATHOUR
Notary Public - California
ORANGE COUNTY
My Comm. Exp. June 7, 1993

THE STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this 20th day of November, 19 89, by Robert C. Olsen, Agent and Attorney in Fact for Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
7-15-90

Deborah C. Bagwell
Notary Public, State of Texas.

DEBORAH C. BAGWELL
Notary Public, State of Texas
My Commission Expires July 15, 1990

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

DEC 18 1989
BUREAU OF LAND MANAGEMENT

89 DEC 18 PM 3:17
RECORDED AT REQUEST OF
BUREAU OF LAND MANAGEMENT
OFFICIAL RECORDS
ORANGE CO., CALIF.

EXHIBIT "A-1"
TO MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

Lease/Tract Description	Unit and Tract	Exxon Working Interest in Lease/Tract	Lease/Tract Interest In Unit	Owner's ORI Under Lease/Tract for Madison Formation	Owner's Lease/Tract Net Interest
T-28-N, R-114-W, 6th P. M. Sec. 5: Lots 7, 8, 12 Sec. 21: N/2 NW/4, SE/4 NW/4, NE/4 SW/4,	Fogarty Creek Unit Tract No. 34	1.000000	0.01681201	0.02500000	0.000420300
			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.000420300

149

CERTIFIED
to be a true and [illegible] copy
of the official [illegible]

DEC 18 1989
BUREAU OF LAND MANAGEMENT

1989 DEC 18 PM 3 17

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

1978 FEB 21 AM 11:59

STIPULATION OF INTEREST AND CORRECTIVE CROSS-ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Assignment Affecting Record Title to Oil and Gas Lease, Serial No. W-0318990, (hereinafter referred to as "said lease," dated August 18, 1966, and approved effective October 1, 1966, Orville Hager assigned said lease to Joyce Wolf, reserving a 2-1/2% overriding royalty interest in the following described lands in Sublette County, Wyoming:

Township 27 North, Range 114 West, 6th P.M.	
Section 5:	Lots 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, 21 and 22
Section 8:	Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13

Containing 763.07 acres, more or less,

hereinafter referred to as "said lands";

WHEREAS, by Assignment dated September 21, 1972, Orville Hager conveyed a 2% overriding royalty interest in said lease and said lands to Marvin Wolf;

WHEREAS, by Assignment dated September 16, 1970, Orville Hager conveyed a 1-1/8% overriding royalty interest in said lease and said lands each to Kenneth F. Cummings and A. W. Fleming;

WHEREAS, the undersigned parties hereto now desire to correct the ambiguity in the ownership of the overriding royalty interest created by the foregoing instruments.

NOW, THEREFORE, the undersigned parties hereto in consideration of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over each party to the other parties hereto and do stipulate and agree among themselves, and if necessary, cross-assign to each other, an overriding royalty, free and clear of all costs and expense of development and operation, except taxes

227208

RECORDED Dec. 20 1989 2:00 P M
IN BOOK 84 O&G PAGE 642
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

CERTIFIED
to be a true and correct copy
of the official record on file
DEC 18 1989
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1978 FEB 24 AM 11:59

RECEIVED
DENVER, COLORADO

applicable to said interest and the production thereof in the amount of 2-1/2% of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from said lease and said lands in such a manner that said overriding royalty interest is owned as follows:

Kenneth F. Cummings 1860 Lincoln St., #288 Denver, CO 80295	2/3rds of 1% ORI
A. W. Fleming 5353 So. Dayton Englewood, CO 80110	2/3rds of 1% ORI
Marvin Wolf First of Denver Plaza Suite 1900 633 17th Street Denver, CO 80202	2/3rds of 1% ORI
Orville Hager 1400 So. Collyer Longmont, CO 80501	1/2 of 1% ORI
TOTAL	2-1/2%

CERTIFIED
to be a true and [illegible] copy
of the official [illegible]
DEC 18 1978
BUREAU OF LAND MANAGEMENT

It is further understood and agreed that:

1. All assignments made hereby are without warranty of title, either express or implied.

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

3. This Stipulation of Interest and Corrective Cross-Assignment of Overriding Royalty Interest shall be binding upon the undersigned and their heirs, successors and assigns, and may be executed in counterpart with the same effect as if all parties had executed the same instrument.

EXECUTED this 6TH day of FEBRUARY, 1978, but effective on the date of first production from said lands.

KENNETH F. CUMMINGS

DEPARTMENT OF THE INTERIOR
1978 FEB 21 AM 11 58
RECEIVED
CHEYENNE, WYO.

LOIS ANN CUMMINGS

A. W. FLEMING

SARAH F. FLEMING

MARVIN WOLF

ESTELLE WOLF

ORVILLE HAGER

GRACE HAGER

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by KENNETH F. CUMMINGS and LOIS ANN CUMMINGS, husband and wife, this 6TH day of FEBRUARY, 1978.

Witness my hand and official seal.

Notary Public

My commission expires: 3-25-80.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by A. W. FLEMING and SARAH F. FLEMING, husband and wife, this 6TH day of FEBRUARY, 1978.

Witness my hand and official seal.

Notary Public

My commission expires: 11-15-81.

CERTIFIED
to be a true and [illegible] copy
of the official [illegible]
DEC 18 1989
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1978 FEB 21 AM 11:59

RECEIVED
CHEYENNE, WYOMING

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by MARVIN WOLF and ESTELLE WOLF, husband and wife, this 16th day of February, 1978.

Witness my hand and official seal.

Notary Public

My commission expires: November 5, 1979.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by ORVILLE HAGER and GRACE HAGER, husband and wife, this 11TH day of FEBRUARY, 1978.

Witness my hand and official seal.

Notary Public

My commission expires: 3-25-80.

CERTIFIED
to be a true and
correct copy

DEC 18 1980

BUREAU OF LAND MANAGEMENT

646

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR

A. ASSIGNEE CERTIFIES THAT

W-0318990

1978 FEB 21 AM 11:59

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [X] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*

RECEIVED
CHEYENNE, WYOMING

5. ~~Filing fee of $10 is attached (see Item 2 of General Instructions)~~
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

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

Executed this 6th day of February, 1978

KENNETH F. CUMMINGS

LOIS ANN CUMMINGS

1860 Lincoln St., #288
Denver, CO 80295

A. W. FLEMING

SARAH F. FLEMING

5353 So. Dayton
Englewood, CO 80110

MARVIN WOLF

ESTELLE WOLF

First of Denver Plaza
Suite 1900
633 17th Street
Denver, CO 80202

ORVILLE HAGER

GRACE HAGER

1400 So. Collyer
Longmont, CO 80501

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

CERTIFIED
to be a true and [illegible] copy
of the official [illegible]

DEC 18 1980

BUREAU OF LAND MANAGEMENT

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY [redacted]

UNITED STATES OIL AND GAS LEASE W-C[illegible]-A

DISTRICT LAND OFFICE Cheyenne, Wyoming

RECEIVED
Bureau of Land Management
Office
Wyoming
APR 17 1972
1 9 10 11 12 1 2 3 4 5 6 P M

KNOW ALL MEN BY THESE PRESENTS, That Helen Howell

....., 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
John A. Kechergen	523 N. Brawley, Fresno, Ca., 93706	.3750%

227209

RECORDED Dec. 20 19 89 2:00 P M
IN BOOK 84 046 PAGE 647
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

Being in all a total of an undivided .3750% of 8/8th's 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:

T30N., R114W., 6th. P.M.
Sec. 32: Lots 1,2,3,4, N½S½, N½ (All)

CERTIFIED
to be a true and correct copy
of the original
DEC 04 1989
BUREAU OF LAND MANAGEMENT

Containing 662.95 acres, more or less.

WITNESS our hands this 11th day of April, 19 72

Witnesses:

Helen Howell

Helen Howell

STATE OF California
COUNTY OF Fresno } 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 11th day of April, 1972, personally appeared Helen Howell

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
BETTY J. WEST
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires Sept. 12, 1974

Betty J. West
Notary Public

My Commission Expires

647

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

CERTIFIED
to be a true and ... copy
of the ... file
DEC 01 1989
BUREAU OF LAND MANAGEMENT

[redacted] ASSIGNMEN OF OVERR[redacted]S ROYALTY [redacted]

UNITED STATES OIL AND GAS LEASE W-0320841

DISTRICT LAND OFFICE Cheyenne, Wyoming

RECEIVED
Land Management
Land Office
Wyoming
MAY 4 1972
10:14:14:15:16:17:18:19 AM

KNOW ALL MEN BY THESE PRESENTS, That Helen Howell

....., 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
John A. Kochergen	523 N. Brawley, Fresno, Ca., 93706	1/4%

227210

RECORDED Dec. 20 1989 2:00 PM
IN BOOK 84 O&G PAGE 649
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Being in all a total of an undivided One quarter of one percent (1/4%) of 8/8/ths 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:

Sec. 32: Lots 1,2,3,4, N½S½, N½ (All)

CERTIFIED to be a true and correct copy of the official record on file
DEC 04 1989
BUREAU OF LAND MANAGEMENT

Containing 662.95 acres, more or less.

WITNESS our hands this 1st day of May, 1972

Witnesses:

Helen Howell

STATE OF California
COUNTY OF Fresno } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of May, 1972, personally appeared Helen Howell

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

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

My Commission Expires .....

OFFICIAL SEAL
Winifred L. Klotz
Notary Public, California
Principal Office In
Fresno County
My Comm. Expires Feb. 16, 1975

Winifred L. Klotz
Notary Public

649

650

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of _____, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness: Assignee:

Witness as to [signature]

as to [signature]

as to

as to

as to

as to

as to

as to

as to

as to

as to

as to

CERTIFIED
to be a true and correct copy
of the original on file
DEC 04 1989
BUREAU OF LAND MANAGEMENT

[redacted] ASSIGNMENT OF OVE[redacted]NG ROYALTY AFFECTI[redacted]

UNITED STATES OIL AND GAS LEASE W-0320841 — A (3)

DISTRICT LAND OFFICE Cheyenne, Wyo.

KNOW ALL MEN BY THESE PRESENTS, That Helen M. Howell 2243 E. Sierra Madre Ave., Fresno, Ca. 93726

....., 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
John A. Kochergen	523 N. Brawley, Fresno, Ca. 93706 (5/8ths. of 1%)	.6250%

227211

RECORDED Dec. 20 1989 2:00 P M
IN BOOK 84 of G PAGE 651
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

Being in all a total of an undivided .6250 (5/8ths. of 1%) of 8/8th's. overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T29N, R114 W., 6th. PM
Sec. 32: Lots 1,2,3,4, N½S½, N½ (All)

CERTIFIED
to be a true and [illegible] COPY
[illegible]
DEC 04 1989
BUREAU OF LAND MANAGEMENT

Containing 662.95 acres, more or less.

WITNESS our hands this 16 day of Oct., 1969

Witnesses:

.....

.....

Helen Howell

STATE OF Calif
COUNTY OF Fresno } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of 17th October, 1969, personally appeared Helen M Howell

and

, to me known to be the identical person[illegible] described in and who executed the within and foregoing instrument of writing and acknowledged to me that [illegible] 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 .....

MARY K. CLOTHIER
NOTARY PUBLIC CALIF.
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires June 24, 1973

Mary K Clothier
Notary Public...

651

652

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that;

1. Each of undersigned (if more than one) is a native-born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to John A. Kochergen
John A. Kochergen

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

CERTIFIED to be a true and correct copy of the original

DEC 01 1983

BUREAU OF LAND MANAGEMENT

[redacted]

No. 950CP-1 Re [redacted]

OIL AN[redacted]LEASE

[redacted]

Paid

AGREEMENT, Made and entered into this 10th day of November, 19[redacted], by and between Gordon W. Bray and Beth A. Bray, husband and wife

Box 564, 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 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 30 North, Range 112 West, 6th P.M.

Section 26: W½SW¼, SW¼NW¼
Section 27: S½NE¼, N½SE¼, SE¼SE¼
Section 34: N½NE¼, E½NW¼

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 is hereinafter made, said land shall be treated as comprising Four hundred eighty (480.00)********** 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~~ 5 years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations or reworking operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the lessed premises) or transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the designated depository bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

3. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in Bank of Rangely Bank at P.O. Box 1088, Rangely, CO 81648 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 Four 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.

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, and for production of dry or gas well gas or 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 of gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

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

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessors.

WHEREOF witness our hands as of the day and year first above written.

See Rider attached hereto and made a part hereof

Gordon W. Bray S. S. # 520-42-7634

Gordon W. Bray S. S. # 520-42-7634

Beth A. Bray S. S. # 514-40-2759

Beth A. Bray S. S. # 514-40-2759

COLORADO AND WYOMING INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 20th day of November 1989
by Gordan W. Bray and Beth A. Bray
Witness my hand and official seal.

Judy A. Babcock - Notary Public
County of Sublette
State of Wyoming
My Commission Expires December 1 199[illegible]

My commission expires: December 1, 1990

Notary Public

Box 3113
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.

My commission expires: _____

Notary Public

Place of Residence

OIL AND GAS LEASE

FROM

TO

State of Wyoming
Sublette County } ss.

This instrument was filed for record on the 26 day of December, 1989, at 2:30 o'clock, P M., and duly recorded in Book 84, Page 653, of the records of this office.

Mary L. Lunsford
County Clerk & Register of Deeds.

By _____ Deputy.

When recorded return to

227259

RIDER

RIDER, attached hereto and made a part of that certain oil and gas lease dated November 10, 1989, by and between Gordon W. Bray and Beth A. Bray, husband and wife, Lessor, and Perma Land Company, Lessee.

Notwithstanding anything to the contrary in paragaph 3, this is a paid up lease and as such, Lessor agrees that all delay rentals provided for in paragraph 3 have been paid.

Sign for Identification

Gordon W. Bray

Gordon W. Bray

Sign for Identification

Beth A. Bray

Beth A. Bray

6.56

Form 4-1238
(Nov. 1958)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial No. 023767

Date of lease August 1, 1949

2354-00
5-255

APPLICATION FOR EXTENSION OF OIL AND GAS LEASE

Section 17, Mineral Leasing Act, as amended (60 Stat. 951, 30 U. S. C. sec. 226)

[Use a typewriter or print plainly in ink and sign in ink]

Mr.
[redacted]
1. [redacted] L. B. Cox
(Name)
Center
(Number and street)
North Dakota
(City and State)

CONSERVATION DIVISION
RECEIVED
JUL 13 1954
GEOLOGICAL SURVEY

the record title holder of the above-noted oil and gas lease hereby applies for a 5-year extension of the lease pursuant to the regulations 43 CFR 192.120.

2. The lands included in the lease are:

Township 27 North, Range 112 West, 6th P.M., Wyoming

Section 2: That portion of the bed of Green River that is riparian to Lots 6, 7, 8, 10, 11
Section 3: That portion of the bed of Green River that is riparian to Lots 1, 6, 7,
Section 9: That portion of the bed of Green River that is riparian to Lots 1, 2, 3, 6, 8,
Section 10: That portion of the bed of Green River that is riparian to Lots 1, 4, 5,
Section 15: That portion of the bed of Green River that is riparian to Lot 1
Section 20: That portion of the bed of Green River that is riparian to Lots 3, 4, 9, 10, 11
Section 21: That portion of the bed of Green River that is riparian to Lots ~~1, 7, 8,~~

S
P
123.19 acres
(SS)

3. Rental for the sixth year of the lease in the amount of $62.00 is remitted herewith.

(Lessee signature)

L. B. Cox
(Lessee signature)

LEASE EXTENDED

The land in the lease except _____
(If no exceptions insert "None")
was not within the known geologic structure of a producing oil or gas field on the expiration of the initial 5-year term of the lease or withdrawn from leasing under the conditions specified in section 17 of the Mineral Leasing Act.

Accordingly the term of the lease as to the land not excepted is extended for 5 years and so long thereafter as oil or gas is produced in paying quantities.

THE UNITED STATES OF AMERICA

By _____
(Signing officer)

Lease extended to JUL 31 1959

Manager, Land Office
(Title)

AUG 9 1954
(Date)

227261

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.120.
16—69742-1

RECORDED Dec 27 1989 8:00 AM
IN BOOK 87 oi6 PAGE 656
FEES 8.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

ST... ...ATUS
...D
AUG ...
...TL
FOR I... ...TOR
PAS... ...OLOGICAL SURVEY

ORIGINAL

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

OCT 3 ...
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Land Office
Box 578, Cheyenne, Wyoming

L. B. Cox

Sept. 7, 1954

The enclosed notice must be attached to your copy of lease, extension of lease or assignment of any lease issued after July 29, 1954 and therefore subject to Public Law 555.

Evanston 023767

Perry T. Williams,
Manager

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 31 1983
BUREAU OF LAND MANAGEMENT

NOTICE

This lease is subject to Public Law 555 enacted on July 29, 1954 which amends section 31 of the 1920 Mineral Leasing Act (41 Stat. 447; 30 U.S.C. sec. 188) to provide that

"...upon the failure of lessee to pay the lease rental on or before the anniversary date of the lease, for any lease on which there is no well capable of producing oil and gas in paying quantities, the lease shall automatically terminate by operation of law: Provided, however, That when the time for payment falls upon any day in which the proper office for payment is not open, payment may be received the next official working day and shall be considered as timely made."

CERTIFIED

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

OCT 31 19[illegible]

BUREAU OF LAND MANAGEMENT

Wyoming —4-57 — H.W.L.

50-82 005 0354 00
0125

ELB- 29655

Office Cheyenne, Wyoming

Serial No EV-023767

Date of Lease August 1, 1949

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of the interest hereinafter specified in the oil and gas lease designated above, for good and valuable consideration, does hereby assign to THE CARTER OIL COMPANY, a corporation having an address at P. O. Box 801, Tulsa, Oklahoma, 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 reservation as herein noted.

1. Lands included in this assignment:

That portion of the bed of Green River that is reparian to:
Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 21: Lots 9, 10, 11

Containing 17.05 acres

RECEIVED
JUN 23 1958

2. Interest of Assignor in such land: 100 %

3. Extent of such interest conveyed to Assignee: 100 %

4. Overriding royalty reserved herein to Assignor: 1 %

5. The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

227262

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

7. Assignee may at its discretion release and surrender the lease assigned hereby according to applicable law and regulations.

8. Other provisions:

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 31 1958
BUREAU OF LAND MANAGEMENT

RECORDED Dec. 27 19 89 8:00 A M
BOOK 84 09G PAGE 659
$6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary Riley

Assignor hereby represents and warrants to Assignee that the above described oil and gas lease is valid and subsisting, and that Assignor was and is qualified to hold the same.

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

EXECUTED and WITNESSED this 9 day of June 19 58

WITNESS:

Faye C. Cox
Center, N. Dak.

L. B. Cox
ASSIGNOR L. B. Cox

ASSIGNOR

Assigment Approved Effective JUL 1 1958

For the Land Office Manager
Arvin H. Olswold, Chief
Minerals Adjudication Unit
Land Office, Cheyenne, Wyoming

See reverse side for acknowledgment

690654

659

660

STATE OF Montana
COUNTY OF Yellowstone } SS.

(Individual—Wyo.)

On this 10th day of June 1958 before me personally appeared L. B. Cox to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

April 1, 1959

L. B. Cox
Notary Public
For the State of Montana
Residing at Billings, Montana
(Individual—Wyo.)

STATE OF .....
COUNTY OF ..... } SS.

On this ..... day of ....., 19..... before me personally appeared .....
..... to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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 ..... President of ..... and the the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

.....
Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 3 1957
BUREAU OF LAND MANAGEMENT

Form No. LNE -2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
U. S. OIL AND GAS LEASE

EV. 023767

Kistuel Blue Print Co.
Casper, Wyoming

This Overriding Royalty Assignment, made this 20th day of Feb. 1965, by and between

L. B. Cox

whose address is

hereinafter called Lessee, and, Earl R. Lyle

whose address is 4695 S. Franklin, Englewood, Colorado

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 August 1, 1940

bearing Serial No. EV. 023767, of the U. S. Land & Survey Office at Evanston, 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, to-wit:

T. 27 N., R. 112 W.,

Sec. 21: That portion of the bed of Green River that is riparian to Lots 9, 10, 11;

Containing 17.05 acres, more or less

CERTIFIED
be a true and comparative copy
of the official records on file
OCT 3
BUREAU OF LAND MANAGEMENT

NOW, Therefore, in consideration of the premises and the sum of Ten & 00/100(10.00) 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 Three-Eights of One per cent(3/8 of 1%) 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 conditions set forth under assignment from L. B. Cox to The Carter Oil Co. (Humble Oil & Refining Co.), dated July 1, 1958

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.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

L. B. Cox
Lessee

22263
FEB 24 1965 at 8:46 o'clock A.M. Recorded, Microfilmed, Indexed and Filed in Book 84 of Mtge. at Page 661
SUBLETTE COUNTY CLERK
By Jean Riley

STATE OF Montana
COUNTY OF Yellowstone } ss.

ACKNOWLEDGMENT
Single or Married

On this 20th day of Feb. 1965, before me personally appeared L. B. Cox

to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or 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 said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

Notary Public
803 Midland National Bank Bldg.
Billings, Montana

My Commission expires on the 1st day of April, A.D., 1965

662

W-117
071218-000
BDC #1255-012

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
Wyoming 066701

Lease effective date
August 1, 1949

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

Belco Development Corporation

Address (include zip code)

10000 Old Katy Road, Suite 100
Houston, Texas 77055

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

2. Describe the lands affected by this assignment

T. 27 N., R. 112 W., 6th P.M.

Section 10: That portion of the bed of the Green River that is riparian to Lots 1,4,5,6,8

Section 15: That portion of the bed of the Green River that is riparian to Lot 1

containing 28.49 acres, more or less in Sublette County, Wyoming

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 195[illegible], and Unit Operating Agreement dated February 1, 1959, and the assignment and/

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserves Group, Inc. and Belco Development Corporation.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1% x 8/8ths

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

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

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

Executed this 3rd day of August, 1983, but to be effective the 1st day of May, 1983.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth, Attorney-in-Fact

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

Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

By [illegible]
(Authorized Officer)

76785

ACTING Chief, Oil & Gas Section
(Title)

JAN 12 1984
(Date)

ORIGINAL

227264

IN BOOK 84 OF G
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is __ Individual __ Municipality __ Association X Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee X is __ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 10th day of August , 19 83 .

BELCO DEVELOPMENT CORPORATION

(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 3rd day of August , 19 83 , before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August , 1983 .

My commission expires:

March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

STATE OF TEXAS |
|
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August , 19 83 .

[illegible] comparative copy [illegible] or file

OCT [illegible]
[illegible] MANAGEMENT

My Commission Expires:
.04-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

664

No. 917C. Reproduced by Bradford Publishing Co., 1824-46 Stout St., Denver, Colo.

Form 3120–13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

L-600933

Serial Number
Wyoming 066701
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

RECEIVED
APR 30 1970

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name: Clinton Oil Company
Street: 217 North Water
City: Wichita, Kansas
State
Zip Code: 67202

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 10: That portion of the bed of the Green River that is riparian to Lots 1,4,5,6,8
Section 15: That portion of the bed of the Green River that is riparian to Lot 1

containing 28.49 acres

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%
Without warranty of title, express or implied

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions specify percentage)*

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 1%

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

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

Executed this 2nd day of February, 1970
HUMBLE OIL & REFINING COMPANY

By: _____
Vice President (Assignor's Signature)

P. O. Box 2305; Houston, Texas 77001
(Assignor's Address)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Figure Four Canyon
NC: 6074
AF: 6-5-54

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective FEB 1 1971

Date approved FEB 5 1971

By _____
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

NOTE: This form may be reproduced, provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

227265

IN BOOK 84 PAGE 664
FEES $6.00 May 4, 1970 8:00 AM
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By: [illegible]

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

Delaware Corporation

c If a corporation, attach qualifications or if already on file, give serial number of case file
Serial No. NM-0558400

2 Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3 Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-1a, and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 27th day of April, 1970.

ATTEST:

M. F. Matal
M. F. MATAL, Assistant Secretary

CLINTON OIL COMPANY

By: [signature]
(Assignee's Signature)
W. E. LUSK, Executive Vice President

217 N. Water, Wichita, Kansas 67202
(Address)

Taxpayer No.

OCT [illegible]
BUREAU OF LAND MANAGEMENT

INSTRUCTIONS 48-0681028

1. *Use of form.* This form is to be used only for assignments out of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847 *99

666

T:9 166

Office: Wyoming
Serial No.: W-066701
Date of Lease: 8-1-49
Humble No. L- 600933-1

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
MAY 16 1969

SURRENDER OF UNITED STATES OIL AND GAS LEASE

AS TO PART OF THE LANDS THEREIN

The undersigned, the present owner(s) of United States Oil and Gas Lease, Serial Number W-066701, issued under the Act of February 25, 1920 (41 Stat. 437), as amended, ~~1947 (61 Stat. 913)~~ to the extent that it covers, among other land not affected by this surrender, the following described land in Sublette County, State of Wyoming, to-wit:

227266

RECORDED Dec. 27 1887 8:00 AM
BOOK 84 PAGE 666
FEES Lee Mix & Lankford COUNTY
SUBLETTE COUNTY CLERK
BY Mae Daly

Township 27 North, Range 112 West, 6th P.M.

That portion of the bed of the Green River that is riparian to:

Sec. 2: Lots 6, 7, 8
Sec. 3: Lots 1, 6, 7, 10, 11

(48.90 acres)

...ative co...
of the ... on file

OCT 2 ...
...d Kanaleh...
BUREAU OF LAND MANAGEMENT

do(es) hereby surrender and release the same insofar as it covers the land above described.

All monies due and payable to workmen employed on the leased premises above described have been paid.

IN WITNESS WHEREOF, This instrument is executed this 15th day of May, 1969.

HUMBLE OIL & REFINING COMPANY

By _____
Attorney-in-fact

Evidence of authority of Attorney-in-Fact to execute filed under Misc. File 84285 and is still in effect

Partial relinquishment approved effective May 16, 1969
Lands remaining are:
T. 27 N., R. 112 W., 6th Prin. Mer., Wyo.
Sec. 10: That portion of the bed of Green River that is riparian to Lots 1,4,5,6,8
Sec. 15: That portion of the bed of the Green River that is riparian to Lot 1
Containing 28.49 acres

L. R. Dockstader
Assistant Manager, Oil & Gas

LAND OFFICE COPY

FORM NO. LNM-2

ASSIGNMENT OF OVERRIDING ROYALTY IN. NEST IN U. S. OIL AND GAS LEASE

W-066701

CINTZEL BLUE PRINT CO. CASPER, WYOMING

W-0354-00

D1255

This Overriding Royalty Assignment, made this 1st day of June, 1965, by and between L. B. Cox whose address is _____ hereinafter called Lessee, and Earl R. Lyle whose address is 4695 S. Franklin, Englewood, Colorado hereinafter called Assignee;

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

OCT 22 1965

BUREAU OF LAND MANAGEMENT

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated Aug. 1st, 1949, bearing Serial No. EV-023767, of the U. S. Land & Survey Office, at Evanston, Wyo. By partial assignment now bearing Serial No. W-066701, 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:

T. 27 N., R. 112 W.,
Sec. 2: That portion of the Green River bed riparian to Lots 6, 7, 8,
Sec. 3: That portion of the Green River bed riparian to Lots 1, 6, 7, 10, 11,
Sec. 10: That portion of the Green River bed riparian to Lots 1, 4, 5, 6, 8,
Sec. 15: That portion of the Green River bed riparian to Lot 1,

(containing 78.69 acres)

227267

IN BOOK 84 O&G PAGE 667
FEES 6.00 May 6 4 PM 1965 COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

NOW, Therefore, in consideration of the premises and the sum of Ten and 00/100 (10.00) 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 Three-Eights of one per cent (3/8 of 1%) 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 conditions set forth under assignment from L. B. Cox to Humble Oil & Refining Company, dated June 1, 1950

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.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

L. B. Cox

LESSEE

STATE OF Montana
COUNTY OF Yellowstone } ss:

ACKNOWLEDGEMENT
Single or Married

On this 1st day of June, 1965, before me personally appeared L. B. Cox to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or 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 said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal the day and year in the certificate first above written.

NOTARY PUBLIC

My Commission expires on the 1st day of June A.D., 1965

668

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

OCT 2 8 '85
Bureau of Land Management

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

a corporation or other legal entity? [ ] Yes [X] No *(If "yes," specify kind)*

attach qualifications or if already on file, give serial number of case file.

the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," informatio*
parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

of $10 attached? [X] Yes [ ] No

ES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil
hargeable acres in options and leases in the same State; or 300,000 chargeable acres in
easing district in Alaska.

be bound by the terms and provisions of the lease described herein, provided the assig
orized Officer of the Bureau of Land Management.

TIFIED That the statements made herein are true, complete, and correct to the best of the
nd belief and are made in good faith.

day of July , 1985

(Assignee's Signature)

4695 South Franklin
Englewood, Colorado 80110
(Address)

Wyoming — 6 57 — H W.L.

0153541-000
3695

29656
DLB-

Office Cheyenne, Wyoming
Serial No ~~W-037681~~ W066701
Date of Lease August 1, 1942

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of the interest hereinafter specified in the oil and gas lease designated above, for good and valuable considera-tion does hereby assign to THE CARTER OIL COMPANY, a corporation having an address at P. O. Box 801, Tulsa, Oklahoma 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 reservation as herein noted:

1. Lands included in this assignment:

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
That portion of the bed of the Green River that is riparian to:
Section 2: Lots 6, 7, 8
Section 3: Lots 1, 6, 7, 10, 11
Section 9: Lots 1, 2, 3,
Section 10: Lots 1, 4, 5, 6, 8
Section 15: Lot 1
Section 20: Lots 3, 4

Containing 105.54 acres

RECEIVED
JUN 23 1958

2 Interest of Assignor in such land: 100%

3 Extent of such interest conveyed to Assignee: 100%

4. Overriding royalty reserved herein to Assignor: 1%

5 The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

227268

7. Assignee may at its discretion release and surrender the lease assigned hereby according to applicable law and regulations.

8. Other provisions:

CERTIFIED
to be a true and comparative copy
of the original file
OCT 2 5 Kwalecki
Chief, Branch of Land Management
BUREAU OF LAND MANAGEMENT

RECORDED Dec. 27 19 89 8:00 A M
IN BOOK 84 O&G PAGE 669
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Assignor hereby represents and warrants to Assignee that the above described oil and gas lease is valid and subsisting, and that Assignor was and is qualified to hold the same.

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

EXECUTED and WITNESSED this 9 day of June 19 58

WITNESS:

Faye C. Cox
Center, N. Dak.

L. B. Cox
ASSIGNOR
L. B. Cox

ASSIGNOR

Assignment Approved Effective JUL 1 1958

See reverse side for acknowledgment

Acting Chief, Branch
Land Office
939, Cheyenne, Wyoming

60665

STATE OF Montana
COUNTY OF Yellowstone } SS

(Individual—Wyo.)

On this 10th day of June 1959 before me personally appeared L. W. Cox to me known to be the person described in and who executed the foregoing instrument and acknowledged that he ~~xx~~ she or they executed the same as his or her or their free act and deed

My commission expires:

April 1, 1959

Notary Public
for the State of Montana
Residing at Billings, Montana

STATE OF
COUNTY OF } SS

(Individual—Wyo.)

On this day of 19 before me personally appeared

executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

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 President of a corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

CERTIFIED
to be a true and comparative copy
of the file

OCT
BUREAU

EV-020357

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, K & J INVESTMENT COMPANY, a Utah Corporation, 1245 E. Brickyard Road, Suite 30, Salt Lake City, Utah 84106, Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, convey, transfer, assign and deliver, subject to the provisions hereof, overriding royalty unto the following party, his heirs, devisees, personal representatives, successors and assigns, in the amount set forth below, of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from those certain lands pursuant to the terms and provisions of those certain leases more particularly described in Exhibit "A" attached hereto and made a part hereof:

Name	Address	Percent
Shamrock Investment Company	1245 E. Brickyard Rd. Suite 30 Salt Lake City, Utah 84106	One-half of one percent of eight/eighths

227269

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

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

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

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

4. If the Oil and Gas Leases set forth in Said Exhibit "A" do not cover the entire fee simple mineral estate, then the interest assigned under said Oil and Gas Lease shall be reduced in proportion to which the leasehold interest bears to the whole and undivided fee simple mineral estate covered by said lease.

5. If assignor owns less than the full interest in the Oil and Gas Lease(s) set forth in Exhibit "A" then the overriding royalty assigned herein shall be reduced in the proportion to which Assignor's interest bears to the full working interest in said lease(s).

The terms of this instrument shall inure to the benefit of and be binding upon the parties hereto, their heirs, devisees, personal representatives, successors and assigns.

EXECUTED this 14th day of December, 1987.

K & J INVESTMENT COMPANY

ATTEST:
BY: Karen E. Wardle
Karen E. Wardle
Secretary

BY: John R. Anderson
John R. Anderson
President

219870

RECORDED Feb 22 1988 10:44 AM
IN BOOK 81 O & G PAGE 129
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mimi Riley

RECORDED Dec. 27 19 87 at 8:00 A.M.
IN BOOK 84 O&G PAGE 671
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

CERTIFIED
... and comparative copy
... records on file
OCT 2[illegible]
[illegible] Kawaleke
MANAGEMENT

DEPARTMENT OF ... BUREAU OF ...
88 MAR 10 AM 9:30

671

THE STATE OF UTAH)
COUNTY OF SALT LAKE)ss. CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared John R. Anderson known to me to be the person whose name is subscribed to the foregoing instrument, as President of K & J Investment Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of December, A.D., 1987.

My Commission Expires:

11-19-90

Notary Public in and for
Salt Lake County, Utah

...FIED
...comparative copy
...records on file
OCT 2 3 ...
...MANAGEMENT

EXHIBIT "A"

STATE OF WYOMING, COUNTY OF SUBLETTE

Attached to and made a part of Assignment of Overriding Royalty dated December 14, 1987, from K & J INVESTMENT COMPANY, Assignor, to SHAMROCK INVESTMENT COMPANY, Assignee.

Federal Lease	Lease Effective and Expiration Date	Land Description
EV-020357	11-01-46/PRODUCING	T. 28 N., R. 113 W., 6th P.M. Sec. 6: Lots 8,9,10,11,12,13, 14,15, S/2NE/4 Sec. 17: Lot 2, N/2NW/4, SE/4NW/4 Containing 476.01 acres, more or less

END OF EXHIBIT "A"

CERTIFICATION TO HOLD AN INTEREST IN OVERRIDING ROYALTY ASSIGNMENTS

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. A filing fee of $10.00 is attached.

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

Executed this 14th **day of** December , 19 87.

SHAMROCK INVESTMENT COMPANY

J. Floyd Hatch
(Assignee's Signature)
J. Floyd Hatch, President

1245 East Brickyard Road, Suite 30
(Assignee's Address)

Salt Lake City, Utah 84106
(City) (State) (Zip Code)

W-112
071213-000
BDC #1255-007

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
Evanston 023057

Lease effective date
January 1, 1948

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Belco Development Corporation

Address (include zip code)
10000 Old Katy Road, Suite 100
Houston, Texas 77055

(Assignor), as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers 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

6 N., R. 112 W., 6th P.M.
Section 10: SE¼
Section 15: W½NE¼

containing 240.00 acres, more or less in Sublette County, Wyoming

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959, and the assignment and conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserves Group, Inc. and Belco Development Corporation.

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% x 8/8ths

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

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

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

Executed this 3rd day of August, 1983, but to be effective the 1st day of May, 1983.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth, Attorney-in-Fact

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

Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 01 1983 By _____
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

ORIGINAL

JAN 23 1984
(Date)

76129

227270

RECORDED Dec. 22 1983 8:57 A.M.
IN BOOK 84 O & G PAGE 673
FEES 6.00 Mary L. Lanham COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lanham

CERTIFIED to be a true and correct copy of the original on file

673

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 10th day of August , 1983 .

BELCO DEVELOPMENT CORPORATION

(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 3rd day of August , 19 83 , before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August , 1983 .

My commission expires:

March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August , 19 83 .

My Commission Expires:
04-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

No. 917C. Reproduced by Bradford Publishing Co., 1824-48 Stout St., Denver, Colo.

L-600456

Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
Evanston 023057
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
1-1-48
New Serial Number

RECEIVED
Bureau of Land Management
APR 30 1970
7 8 9 10 11 12 1 2 3 4 5 6 P M

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Clinton Oil Company
Street 217 North Water
City Wichita, Kansas
State
Zip Code 67202

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

Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 10: SE¼
Section 15: W½NE¼

containing 240.00 acres

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%
Without warranty of title, express or implied

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2-1/2%

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

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

Executed this 25 day of February, 1970
HUMBLE OIL & REFINING COMPANY

By: _____ (Assignor's Signature)
Vice President

P. O. Box 2305; Houston, Texas 77001
(Assignor's Address)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

*COMMITTED TO Figure Four Canyon UNIT
NO. 14-08-0001-6074
APPROVED 6-8-57

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective FEB 1 1971

Date approved FEB 5 1971

By _____
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

NOTE: Two copies may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

CERTIFIED
to be a true and comparative copy
of the official records on file
BUREAU OF LAND MANAGEMENT
OCT 2 1970

227271

RECORDED Dec. 27 1982 8:00 AM
IN BOOK 84 O&G PAGE 675
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

675

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

Delaware Corporation

c If a corporation, attach qualifications or if already on file, give serial number of case file

Serial No. NM-0558400

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the instructions)*

3 Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management

This form is submitted in lieu of official Form 3120-1, and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 27th day of April, 1970.

ATTEST:

M. F. Matal

M. F. MATAL, Assistant Secretary

CLINTON OIL COMPANY

By: _____

(Assignee's Signature)

W. E. LUSK, Executive Vice President

217 N. Water, Wichita, Kansas 67202

(Address)

RECEIVED
OCT 29 1970
BUREAU OF LAND MANAGEMENT

INSTRUCTIONS

Taxpayer No.
48-0681028

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for each assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847 · 899

T99-166

Office: Cheyenne, Wyoming
Serial No.: Evanston 023057
Date of Lease: January 1, 1948
Humble No. L-600456-1

SURRENDER OF UNITED STATES OIL AND GAS LEASE

AS TO PART OF THE LANDS THEREIN

The undersigned, the present owner(s) of United States Oil and Gas Lease, Serial Number Evanston 023057, issued under the Act of February 25, 1920 (41 Stat. 437), as amended, [redacted] to the extent that it covers, among other land not affected by this surrender, the following described land in Sublette County, State of Wyoming, to-wit:

TOWNSHIP 27 NORTH, RANGE 112 WEST, 6TH P.M.

SECTION 12: SW¼

SECTION 13: E½ W½

SECTION 24: E½ W½

SUBLETTE COUNTY, WYOMING

227272

RECORDED Dec. 27 1966 8:00 A
IN BOOK 84 PAGE 677
FEES $4.00 Lucy L. Gaskins COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

RECEIVED
Bureau of Land Management
Land Office
Wyoming
Cheyenne
OCT 31 1966
7 8 9 10 11 12 1 2 3 4 5 6 P.M.

do(es) hereby surrender and release the same insofar as it covers the land above described.

All monies due and payable to workmen employed on the leased premises above described have been paid.

IN WITNESS WHEREOF, This instrument is executed this 28th day of October, 1966.

O.K. as to transaction W.L.F.
O.K. as to form
instrument verified by

EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT TO EXECUTE FILED UNDER MISCELLANEOUS FILE 84285 AND IS STILL IN EFFECT.

HUMBLE OIL & REFINING COMPANY

By W. L. Ford
Attorney-in-fact W. L. Ford

CERTIFIED
to be a true and comparative copy
of the original records on file
OCT 25 1968
Acting Chief, Branch of Lands
BUREAU OF LAND MANAGEMENT

677

678

Wyoming — 6-67 Hwy

Office Evanston WYOMING
EVANSTON
Serial No. 023057

Date of Lease January 1, 1958

ASSIGNMENT OF OIL AND GAS LEASE LLB- 29016

The undersigned, as owner of the interest hereinafter specified in the oil and gas lease designated above, for good and valuable consideration, does hereby assign to THE CARTER OIL COMPANY, a corporation having an address at P. O. Box 801, Tulsa, Oklahoma, 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 reservation as herein noted:

1. Lands included in this assignment:

Township 27 North, Range 112 West 6th P. M, Wyoming

Section 10: SE¼
Section 12: SW¼
Section 13: E½W½
Section 15: W½NE¼
Section 24: E½W½

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

OCT 25 1989
Richard A. Kawalski
BUREAU OF LAND MANAGEMENT

2. Interest of Assignor in such land ____ 100 %

3. Extent of such interest conveyed to Assignee ____ 100 %

4. Overriding royalty reserved herein to Assignor ____ 2½ %

5. The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

227273

7. Assignee may at its discretion release and surrender the lease assigned hereby according to applicable law and regulations.

8. Other provisions:

RECORDED Dec. 27 1989 8:00 A.M.
IN BOOK 84 O & G PAGE 678
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Assistant Area Director, Policy JAN 1 1958
Craig Area Office
Bureau of Land Office
Box 929, Cheyenne, Wyoming

Assignor hereby represents and warrants to Assignee that the above described oil and gas lease is valid and subsisting, and that Assignor was and is qualified to hold the same.

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

EXECUTED and WITNESSED this 10th day of December 1957

WITNESS:

Mildred V. Finston

W. A. Hayes
ASSIGNOR
W. A. Hayes

ASSIGNOR

See reverse side for acknowledgment

Filed for Rec. Pub. at ___ o'clock ___ M. Fee, Pac. #

600456

STATE OF California
COUNTY OF Alameda } ss

(Individual—Wyo.)

On this 10th day of December 19 57 before me personally appeared W. A. Hayes to me known to be the person XXXXXX described in and who executed the foregoing instrument and acknowledged that he XXXXXX executed the same as his XXXXXXX free act and deed.

My commission expires

Mildred V. Preston
Notary Public

STATE OF
COUNTY OF } ss

(Individual—Wyo.)

On this day of 19 before me personally appeared to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires

Notary Public

STATE OF
COUNTY OF } ss

(Corporation—Wyo.)

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 President of a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

CERTIFIED

BUREAU OF

680

Form No. 4-1175
(July 1951)

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 15671
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 043957
Date of Lease Jan. 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, for good and valuable consideration does hereby assign to W.A. Hayes, as his separate property,
(Name and address)
1900 Leimert Blvd., Oakland 2, California.
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted.

1. Lands affected by this assignment:

Twp. 27 N., Range 112 W., 6th P.M., Sublette County, Wyoming.

Section 10: $SE\frac{1}{4}$
Section 15: $W\frac{1}{2}E\frac{1}{2}$
Section 12: $SW\frac{1}{4}$
Section 13: $E\frac{1}{2}W\frac{1}{2}$
Section 24: $E\frac{1}{2}W\frac{1}{2}$

containing 800 acres, more or less

2. Interest of assignor in such lands All
3. Extent of such interest conveyed to assignee All
4. Overriding royalty reserved herein to assignor 1½% (One and one-half per cent)
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved None
(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 25 day of November 19 53.

WITNESS Marjorie R. Butler
Nancy L. Johnson

K. Dean Butler, Box 832, Helena, Mont.
(Assignor's signature)
Lawrence Johnson, Lusk, Wyoming.
(Address)

227274

RECORDED Dec. 8, 1953 at 8:40 AM
IN BOOK M-Y Misc. for PAGE 680
FEES $4.00 SUBLETTE COUNTY CLERK
By Mary Riley COUNTY CLERK

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born Yes Naturalized .....
Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

Executed and witnessed this Fifteenth day of February 19 54.

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

WITNESSES:
Fred Isch 114 Sansome St San Francisco Calif
(Name and address)
Joseph Allen 29 Grant St San Francisco Calif.
(Name and address)

W.A. Hayes
(Assignee's signature)
1900 Leimert Boulevard, Oakland 2, California
(Address)

Assignment approved effective APR 1 1954

THE UNITED STATES OF AMERICA

By .....
Signing officer
Land Survey 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 both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

56281 16—64894-1

Form 4-218

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston
Serial 023057

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JAN 1 1948 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Lawrence Johnson, Lusk, Wyoming:

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the district:

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BUREAU OF LAND MANAGEMENT

T. 27 N., R. 112 W., 6th P.M., Wyoming:
Sec. 10, S½;
" 12, SW¼;
" 13, S½N½;
" 15, W½E½;
" 22, W½E½;
" 24, S½W¼,

containing 800 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

Assigned to Judd Wilkinson Lockhart

Assigned to Judd Wilkinson Lockhart

Assigned to Judd Wilkinson Lockhart

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

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

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

(l) Nondiscrimination.--Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.--To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line.

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.--To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Overriding royalties.--To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved--Easements and rights-of-way.--The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.--Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the heliumm has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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OCT 25 1985
Letitia J. Kwiatkowski
BUREAU OF LAND MANAGEMENT

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Director of the Bureau of Land Management.

_____

_____

_____

_____

_____

_____

_____

_____

Witnesses to signature of lessee.

_____
Lessee.

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

(*a*) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

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.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

Evanston
LAND OFFICE
Nov. 26-1948
8 AM
Serial 023057

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BUREAU OF [illegible]

A S S I G N M E N T

THIS ASSIGNMENT made and entered into by and between Lawrence Johnson of Lusk, Wyoming, hereinafter called ASSIGNOR and K. Dean Butler, L. O. Jasek, and Lawrence Johnson of Lusk, Wyoming, as joint tenants and to the survivor of said named joint tenants, (and not as tenants in common), hereinafter called ASSIGNEE

W I T N E S S E T H

T H A T

WHEREAS, the United States of America under date of January 1, 1948, granted to said ASSIGNOR an oil and gas lease bearing serial number Evanston 023057 under and subject to the terms and provisions of the Act of Congress approved February 25, 1920 (Public No. 146) as amended covering the following described lands in Sublette County, State of Wyoming, to-wit:

227276

RECORDED Dec. 27 1948 8:00 A.M.
IN BOOK 84 of G PAGE 688
FEES 6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Township 27 North, Range 112 West, 6th P.M.

Section 10: SE¼
Section 12: SW¼
Section 13: E½W½
Section 15: W½E½
Section 22: W½E½
Section 24: E½W½
Containing 960.00 acres more or less.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and other good and valuable consideration in hand paid to the ASSIGNOR by the ASSIGNEE, the receipt whereof is hereby acknowledged, said ASSIGNOR does hereby grant, transfer, assign and set over unto said ASSIGNEE his leasehold interest and estate above mentioned and all of his right, title, and interest in and to said lease as to the land described above, subject to the approval of the Secretary of the Interior.

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 their 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.

ASSIGNOR forever warrants and agrees to defend all right, title and interest in and to said oil and gas lease unto the said ASSIGNEE, as joint

tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants against all acts and deeds of ASSIGNEE and all and every person whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have signed and sealed this instrument the 4 day of Nov. 19 48.

Lawrence Johnson. (SEAL)
Assignor

WITNESSES:
Minerva C Watson
L A Dodd

L A Dodd (SEAL)
Assignee

WITNESSES:
Minerva C Watson
L A Dodd

Lawrence Johnson. (SEAL)
Assignee

K. Dean Butler (SEAL)
Assignee

STATE OF WYOMING)
COUNTY OF Natrona) SS.

On this 4 day of November, 1948, before me personally appeared Lawrence Johnson, 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 4 day of November, 1948.

Minerva C Watson
Notary Public

My commission expires:
October 1-1950

STATE OF WYOMING)
COUNTY OF Natrona) SS.

On this 4th day of November, 1948, before me personally appeared K. Dean Butler, L. C. Dodd, and Lawrence Johnson, 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.

Given under my hand and seal this 4th day of November, 1948.

Minerva C Watson
Notary Public

My commission expires:
October 1-1950

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[illegible] DEPUTY

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[redacted]

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Wyoming 059585
066702

Land Office
409 Federal Office Building
Box 929, Cheyenne, Wyoming

April 23, 1959

Memorandum

To: Regional Oil and Gas Supervisor, Casper, Wyoming

From: Manager, Land Office, Cheyenne, Wyoming

Subject: Oil and gas lease Wyoming 059585

Reference is made to your memorandum of April 22, 1959 concerning the acreage in lease Wyoming 059585.

Oil and gas lease Wyoming 059585 is a segregated portion of lease Evanston 023229(1), a partial assignment of lease Evanston 023229 dated July 1, 1947.

The lands and acreage of lease Wyoming 059585 are as follows:

T. 27 N., R. 112 W., 6th P.M., Wyoming

Sec. 9:	Lot 2	-	6.59 acres
	Lot 3	-	10.11 acres
Sec. 20:	Lot 3	-	4.94 acres
	Lot 4	-	20.40 acres
	Total		42.04 acres

227277

RECORDED Dec. 27 19 89 8:00 A M
IN BOOK 84 Of G PAGE 690
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

For the Land Office Manager:

Arvin H. Olswold, Chief,
Minerals Adjudication Unit

2 cc w/original

REOlswold

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OCT 25
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

[redacted]

to be a true and correct copy
of the original on file

OCT [redacted]
[redacted]
BUREAU OF LAND MANAGEMENT

[redacted]

Land Office
[redacted] Federal Office Building
Box 929, Cheyenne, Wyoming

June 26, 1958

[redacted] Oil and Gas

New Serial Assigned to Land
Outside Unit Agreement

On June 19, 1958, the Acting Director, Geological Survey approved the Green River Bend Unit Agreement, Lincoln and Sublette Counties, Wyoming, [redacted] American Petroleum Corporation, operator. [redacted] agreement has been designated No. 14-08-001-4735 and is effective as of the date of its approval.

In accordance with sec. 18(g) of the unit agreement, the land in lease Wyoming 059585, a segregated portion of lease Evanston 066572(a), a partial assignment of lease Evanston 023229 dated July 1, 1947 that is in the unit and committed thereto, will be retained under this serial.

T. 27 N., R. 112 W., 6th P.M., Wyoming
Sec. 9: Lots 2, 3;
Sec. 23: Lots 3, 4; 42.04 acres.

The land in lease Wyoming 059585 that is outside the unit will be carried under serial Wyoming 066572.

T. 27 N., R. 112 W., 6th P.M., Wyoming
Sec. 10: Lots 3, 4, 5; 57.81 acres.

Under regulations as contained in 43 CFR 192.122(c) lease Wyoming 059585 will continue in effect for two years from approval of the unit or until June 1, 1960 and so long thereafter as oil or gas is produced in paying quantities. This continuation is conditioned upon payment of rent in accordance with the terms of lease, as provided for in 43 CFR 192.42(a)(4).

27278

RECORDED Dec 27 1989 8:00 A.M
IN BOOK 84 0f G PAGE 691
FEES Lu Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

cc: [redacted]
RElswold:mj:r

For the Land Office Manager,

/s/ Arvin H. Olswold

Arvin H. Olswold, Chief
Minerals Adjudication Unit

691

CERTIFIED
to be a true and comparative copy
of the original records on file
BUREAU OF LAND MANAGEMENT

Land Office
609 Federal Office Building
Box 929, Cheyenne, Wyoming

[redacted]

R Olswold
8/8/58

9.50a

Wyoming 059585
066702

August 6, 1958

CORRECTED DECISION

Decision of June 26, 1958, Corrected

Helfer Natural Gas Company

Oil and Gas

Non-Serial Segregation to Lands
Outside the Unit Agreement

On June 16, 1958, the Acting Director, Geological Survey approved the Green River Bend Unit Agreement, Lincoln and Sublette Counties, Wyoming, Pan American Petroleum Corporation, operator. This agreement has been designated No. 14-08-001-4736 and is effective as of the date of its approval.

227279

In accordance with sec. 16(a) of the unit agreement, the land in lease Wyoming 059585, a segregated portion of lease Wyoming 059585(a), a partial assignment of lease Wyoming 066702 dated July 1, 1947 that is in the unit and committed thereto, will be retained under this serial.

T. 27 N., R. 112 W., 6th P. M., Wyoming
Sec. 9: Lots 2, 3;
Sec. 20: Lots 3, 4; 87.04 acres.

The land in lease Wyoming 059585 that is outside the unit will be carried under serial Wyoming 066702.

T. 27 N., R. 112 W., 6th P. M., Wyoming
Sec. 10: Lots 4, 5; 57.81 acres.

Under regulations contained in 43 CFR 192.122(a) lease Wyoming 066702 shall continue in effect for two years from approval of the unit or until June 15, 1960 and so long thereafter as oil or gas is produced in paying quantities. This continuation is conditioned upon payment of rentals as they become due to the Bureau of Land Management, as provided for in 43 CFR 192.80(a)(4).

Rental paid for the twelfth year on both of these leases on February 27, 1958.

/s/ Arvin H. Olswold

Acting Director
Jean G. Cooper
ROlswold:blue

Arvin H. Olswold,
Acting Manager

RECORDED 426 27 BOOK 84 PAGE 692 AM
IN BOOK 4 of Misc. Records
FEES 4.00 SUBLETTE COUNTY CLERK
COUNTY CLERK
By Mae Daly

005034-000
01255

Form 3106 - 5
(October 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Lease Serial No.
W-066702

Lease effective date
7-1-47

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

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

2. Describe the lands affected by this assignment

Township 27 North, Range 112 West, 6th P.M.

Section 10: Lots 4 & 5

Containing 57.81 acres, more or less,
in Sublette County, Wyoming

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

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

OCT 25 1984
Adelle L Kowalski
BUREAU OF LAND MANAGEMENT

227280

RECORDED Dec. 27 1984 8:00 A.M.
IN BOOK 84 O & G PAGE 693
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean 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	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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

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 21st day of December, 19 83, in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

(Assignor's Signature)

R. A. Grinstead
Vice President

One Dag Hammarskjold Plaza
(Assignor's Address)

New York New York 10017
(City) (State) (Zip Code)

BDC Lease #255-002

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

THE UNITED STATES OF AMERICA

Assignment approved effective FEB 01 1984

By (Authorized Officer)

Chief, Oil & Gas Section

(Title) ORIGINAL (Date) FEB 26 1985

Multiple copies may be executed and filed as one transaction. Carbon or xerox copies are exact reproductions on one sheet of both sides of this official form in accord-

694

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 21st day of December, 19 83

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 1983
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 3100.3-3(c)).

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 1983.

MY COMMISSION EXPIRES:
5-31-85

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the unders gned authority, on this day personally appeared R. A. GRINSTEAD, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BELCO PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 19 83.

MY COMMISSION EXPIRES:
5-31-85

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

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

OCT 25 19[illegible]
BUREAU OF LAND MANAGEMENT

FILED
AT 9 O'CLOCK AM
DEC 30 1983
CHEYENNE, WYOMING

696

0050344-00
0255

Form No. 4-1175
July 1956

Facsimile reproduction

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 816453
The following to be filled in by land office when new serial number is required.
New Serial No. _____

Office WYOMING
Serial No. 066702
Date of Lease July 1, 1947

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to Belco Petroleum Corporation (Name and address)
630 Third Avenue, New York 17, N. Y.
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
Sublette Cty., Wyoming T.27 N., R. 112 W. 6th P.M. Sec. 10: Lots 4,5, 57.81 acres	

3. Interest of assignor in such lands 100%
4. Extent of such interest conveyed to assignee 100%
5. Overriding royalty reserved herein to assignor none
(See item 5 of Instructions.) (State percentage only)
6. 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 _____ day of SEP 28 1959, 19 59

WITNESS:

BELFER NATURAL GAS COMPANY
Jack Belfer (Assignor's signature) Partner
630 Third Avenue, New York 17, N. Y.
(Address)

CERTIFIED to be a true and comparative copy of the official records on file
OCT 2 1959
BUREAU OF LAND MANAGEMENT

227281

RECORDED Dec. 27, 1959 8:00 A.M.
IN BOOK 84 OG PAGE 626
FEES 4.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lockhart

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

ATTEST:

John O. Bell
(Name and address)
John F. Pietzel- Asst. Secretary
(Name and address)

BELCO PETROLEUM CORPORATION
Robert A. Belfer (Assignee's signature) Vice President
630 Third Avenue, New York 17, N. Y.
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By _____
(Signing officer)

_____
(Title)

Ex. 29

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.

W-116
071217-000
BDC #1255-011

9

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

00503S3-000

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

SEP -2 AM 9

Lease Serial No.
Wyoming 053031

Lease effective date
September 1, 1957

FOR BLM OFFICE USE ONLY
New Serial No.

PART I

1. Assignee's Name
Belco Development Corporation

Address (include zip code)
10000 Old Katy Road, Suite 100
Houston, Texas 77055

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

2. Describe the lands affected by this assignment

T. 27 N., R. 112 W., 6th P.M.

Sec. 15: Lot 2; That portion of the bed of the Green River Bed that is reparian to Lot 2 being more particulary described as follows: Beginning at the meander corner of Sec. 10 & 15 on the right bank downstream, which is the point of beginning; thence in Sec. 15, South 51° West 1.50 chains to meander corner Fractional Secs. 15 & 16; thence East to the thread of the stream approximately 2 chains; thence in a Northeasterly direction following the thread of the stream to the Sec. line of Sec. 10 & 15; thence West approximately 2 chains to the meander corner of Secs. 10 & 15 to the point of beginning.

containing 2.85 acres, more or less in Sublette County, WY

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957 and Unit Operation Agreement dated February 1, 1958, and the assignment and conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserves Group, Inc. and Belco Development Corporation.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

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

OCT 25
BUREAU OF LAND MANAGEMENT

227282

RECORDED 10:27 AM
IN BOOK 84 OF G PAGE 697
FEES 6.00 Mary L. Kapp COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Nancy Kirby

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	1% x 8/8ths

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

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

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

Executed this 3rd day of August, 1983, but to be effective the 1st day of May, 1983.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth, Attorney-in-Fact

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

Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983

46043

By: [signature]
(Authorized Officer)
ACTING Chief, Oil & Gas Section
(Title)

JAN 12 1984
(Date)

ORIGINAL

698

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee X is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 10th day of August, 19 83.

BELCO DEVELOPMENT CORPORATION

(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

INSTRUCTIONS

OCT 25 1983
BUREAU OF LAND MANAGEMENT
Copy of record on file

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 3rd day of August, 19 83, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August, 1983.

My commission expires:
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August, 19 83.

My Commission Expires:
04-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

0050353-0
1255-01

CERTIFIED Wyoming — 8-57 — H.W.L.
to be a true and comparative copy
of the official records on file
OCT 25
BUREAU OF LAND MANAGEMENT

SLB- 31144
Office Wyoming
Serial No. W-053031
Date of Lease September 1, 1957

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of the interest hereinafter specified in the oil and gas lease designated above, for good and valuable consideration, does hereby assign to THE CARTER OIL COMPANY, a corporation having an address at P. O. Box 801, Tulsa, Oklahoma, 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 reservation as herein noted:

1. Lands included in this assignment:

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 15: Lot 2: That portion of the bed of the Green River Bed that is reparian to Lot 2 being more particularly described as follows: Beginning at the meander corner of Sec. 10 & 15 on the right bank downstream, which is the point of beginning; thence in Sec. 15, South 5 1/4° West 1.50 chains to meander corner Fractional Secs. 15 & 16; thence east to the thread of the stream approximately 2 chains; thence in a northeasterly direction following the thread of the stream to the Sec. line of Sec. 10 & 15; thence west approximately 2 chains to the meander corner of Secs. 10 & 15 to the point of beginning.

2. Interest of Assignor in such land: 100 %

3. Extent of such interest conveyed to Assignee: 100 %

4. Overriding royalty reserved herein to Assignor: 1 %

5. The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

227283

7. Assignee may at its discretion release and surrender the lease assigned hereby according to applicable law and regulations.

8. Other provisions: None

RECORDED Dec. 27 1957 8:00 AM
IN BOOK 84 O&G PAGE 699
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

Assignment Approved Effective AUG 1 1959

For the Land Office Manager
Arvin H. Olswold, Chief
Minerals Adjudication Unit
Land Office, Cheyenne, Wyoming

Assignor hereby represents and warrants to Assignee that the above described oil and gas lease is valid and subsisting, and that Assignor was and is qualified to hold the same.

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

EXECUTED and WITNESSED this 24th day of June 1957

WITNESS:

Gene E. Trowbridge
ASSIGNOR Gene E. Trowbridge

ASSIGNOR

See reverse side for acknowledgment

811437

611607

700

STATE OF WYOMING
COUNTY OF LARAMIE } SS.

(Individual—Wyo.)

On this 24th day of June 19 59 before me personally appeared Gene E. Trowbridge to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he (or ~~she or they~~) executed the same as his (or ~~her or their~~) free act and deed

My commission expires

10/28/62

Rosita L. Trujillo
Cheyenne Notary Public Wyoming

STATE OF
COUNTY OF } SS

(Individual—Wyo.)

On this day of 19 before me personally appeared to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

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 President of a corporation and the the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

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

OCT 25 19[illegible]
Adelle L. Kawalski
BUREAU OF LAND MANAGEMENT

0050353-000
1055-011

HUMBLE OIL & REFINING COMPANY

CARTER DIVISION
TULSA 2, OKLAHOMA

W-053031

January 1, 1960

227284

RECORDED Dec 27 1960 8:00 A.M.
IN BOOK 84 of G PAGE 701
FEES 4.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

TO ALL OUR LESSORS, ROYALTY AND MINERAL OWNERS:

The Carter Oil Company, a West Virginia corporation, was merged into Humble Oil & Refining Company, a Delaware corporation, effective as of the close of business on December 31, 1959, with Humble Oil & Refining Company being the surviving corporation. Incident thereto, Humble Oil & Refining Company acquired at said time all of the rights, contracts, properties and assets that belonged to The Carter Oil Company prior to such effective time and assumed and became responsible for all debts, obligations and liabilities of The Carter Oil Company.

We are anxious to preserve the good relationship that has existed through the years between The Carter Oil Company and its interest owners and wish to assure you that the efforts of Humble Oil & Refining Company will be directed toward continuing this gratifying association. We appreciate your co-operation and shall endeavor to merit your continued good will.

Notices and correspondence, which heretofore would have been directed to The Carter Oil Company, should hereafter be directed to Humble Oil & Refining Company, Carter Division, P.O. Box 801, Tulsa 2, Oklahoma.

Very truly yours,

HUMBLE OIL & REFINING COMPANY

By Morgan J. Davis
President

HUMBLE OIL & REFINING COMPANY

By Joseph E. Reger
President, Carter Division

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

OCT 2 5 1961
BUREAU OF LAND MANAGEMENT

701

702

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Form 3120–13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

L-601507

0050353-00
1255-01

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
Wyoming 053031
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
9-1-57
New Serial Number

RECEIVED
APR 30 1970
12 1 2 3 4 5 6 P M

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code
Clinton Oil Company
217 North Water
Wichita, Kansas
67202

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 15: Lot 2; That portion of the bed of the Green River Bed that is riparian to Lot 2 being more particularly described as follows: Beginning at the meander corner of Sec. 10 & 15 on the right bank downstream, which is the point of beginning; thence in Sec. 15, South 5 1/4° West 1.50 chains to meander corner Fractional Secs. 15 & 16; thence east to the thread of the stream approximately 2 chains; thence in a northeasterly direction following the thread of the stream to the Sec. line of Sec. 10 & 15; thence west approximately 2 chains to the meander corner of Secs. 10 & 15 to the point of beginning.
containing 2.83 acres.
Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%
Without warranty of title, express or implied

4a. What overriding royalty or production payments is the assignor reserving herein? *(See item 4 of the Instructions; specify percentage)* None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 1%

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

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

Executed this 25 day of February, 1970
HUMBLE OIL & REFINING COMPANY

By: [signature]
Vice President (Assignor's Signature)

P. O. Box 2305; Houston, Texas 77001
(Assignor's Address)

O. K. as to form:

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Bigfork Unit Canyon

COMMITTED TO 1 UNIT
NO. 14-08-0001-6074
APPROVED 6-5-59

227285

RECORDED Dec 27 1989 8:00 A.M
IN BOOK 84 of G PAGE 702
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Assignment approved effective MAY 1 1970

Date approved JUN 30 1970

By: [signature]
(Authorized Officer)

ACTING [illegible] OIL & GAS
(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

OCT 2 5 1990
Certified comparative copy of the official records on file
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. **Is the assignee over 21 years of age *and* a citizen of the United States?** [X] **Yes** [ ] **No**

b. **Is the assignee a corporation or other legal entity?** [X] **Yes** [ ] **No** *(If "yes," specify kind)*

Delaware Corporation

c. **If a corporation, attach qualifications or if already on file, give serial number of case file**

Serial No. NM-0558400

2. **Is the assignee the sole party in interest in this assignment?** [X] **Yes** [ ] **No** *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. **Is the filing fee of $10 attached?** [X] **Yes** [ ] **No**

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 27th day of April, 19 70.

ATTEST:

M. F. Matal

M. F. MATAL, Assistant Secretary

CLINTON OIL COMPANY

By: [signature]

(Assignee's Signature)

W. E. LUSK, Executive Vice President

217 N. Water, Wichita, Kansas 67202

(Address)

Taxpayer No. [illegible]

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

OCT 25 1971

BUREAU OF LAND MANAGEMENT

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847 - 889

704

Form No. 4-1158
Fifth Edition
(Sept. 1954)

Facsimile reproduction
Kintzel Blue Print Co.
Casper, Wyoming

UNITED STATES ORIGINAL
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Bureau of Land Management No. 42-R558.4

Office WYOMING

Serial No. 0050353-0:1255-01

Receipt No. 4463

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

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

(Fill in on a typewriter or print plainly in ink and sign in ink)

Mr.
I. Mrs./ GeneE. Trowbridge
(Name)

P. O.Box 2085
(Number and Street)

Cheyenne, Wyoming
(City and State)

PLEASE NOTIFY THE SIGNING OFFICER OF ANY CHANGE OF ADDRESS.

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

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
WYOMING (State) SUBLETTE (County)	(State) (County)
T. 27 N. R. 112 W., 6th P.M., Meridian	T. ..... R. ..... Meridian
Sec. 15: L. 2	This lease embraces the area and the land described in Item 2.
(That portion of the bed of the Green River Bed that is riparian to L. 2 Sec. 15, T. 27 N., R. 112 W., with approximately 2.82 Acres contained. SEE ATTACHED METES AND BOUNDS DESCRIPTION.	The rental retained is the rental amount shown in Item 4.
Total Area 2.83 Acres	Total Area ..... Acres Rental retained $.....

RECORDED
to be a true and complete copy
of the official records on file
OCT 2 5 1957
BUREAU OF LAND MANAGEMENT

27286

4. Amount remitted: Filing fee $10, Rental $ 1.50, Total $ 11.50

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

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

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

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

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

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 12th day of June 19 57

WITNESSES

..... (Name and address) Cheyenne, Wyo. — Jene E. Trowbridge (Lessee signature)

..... (Name and address) ..... (Lessee signature)

..... (Attorney-in-fact)

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

THE UNITED STATES OF AMERICA

Effective date of lease SEP 1 1957

By ..... (Signing officer)
Craig A. Decker
Manager, Land Office (Title)
Box 929, Cheyenne, Wyoming
AUG 6 1957 (Date)

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.

FILE COPY

PAGE 704
FEES $2.00 Mar 7 1958
SUBLETTE COUNTY CLERK
By: Mona Riley

CERTIFIED
to be a true and comparative copy
of the original record on file
OCT 25 1983
BUREAU OF LAND MANAGEMENT

TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, railroads or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of such agreement to govern the lands subject thereto where inconsistent with the terms of the lease. At the expiration of the initial 5-year term, an application may be made for extension of the lease in accordance with the regulations 43 CFR 192.20

Sec. 2. The lessee agrees:

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

(b) *Cooperative or unit plan.*—Within 30 days of demand, as to any leased land committed to an approved unit or cooperative or unit plan [illegible] termination prior to the expiration of the lease within 30 days of demand made thereafter, to subscribe to and to operate under such unit plan for the development and operation of the unitized land as the Secretary of the Interior may require. Such plan shall be cooperative or unit plan for the development and operation of the lands, as to form and conditions, as the Secretary of the Interior finds necessary and advisable, which gives consideration to the protection of the interests of all parties in interest, including the United States.

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field

(i) For the first lease year, a rental of 50 cents per acre or fraction thereof, if the lands are in Alaska, 25 cents per acre or fraction thereof

(ii) For the second and third lease years, no rental

(iii) For the fourth and fifth years, 25 cents per acre or fraction thereof

(iv) For the sixth and each succeeding year, 50 cents per acre or fraction thereof, or if the lands are in Alaska, 25 cents per acre or fraction thereof

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field,

(i) Beginning with the first lease year after 30 days notice that all or part of the land is included in such a structure, $1 per acre for each year thereafter, prior to a discovery of oil or gas on the lands leased, $1 per acre or fraction thereof

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area, except that the rental for the second and third lease years for such acreage shall be 25 cents per acre or fraction thereof.

[illegible] In accordance with the lease year beginning on [illegible] on the leased land, to pay the lessor [illegible] rental at the rate of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and such rental shall be based on the nonparticipating acreage as provided in subparagraph (ii) above.

Royalties.—To pay the lessor 12½ percent royalty on the [illegible] production removed or sold from the leased lands in accordance with the Oil and Gas Operating Regulations, 30 CFR Pt. 221 [illegible] 1 year ex. (i) if the lease covers lands in Alaska and the lessee [illegible] and mark on the first delivery ticket for gas or condensate the quantities in any storage or share, the royalty on all production hereunder shall be 5 percent for 10 years following the date of first delivery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan [illegible] which such a royalty is stated, the lowest rate 5 or 12½ percent, the lessee [illegible] shall, for the purpose of computing royalty due the United States under the lease, be treated as having a like interest in the production and royalty [illegible] which an allocation is made under such plan.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the [illegible] to the price received by the lessee, to posted prices, and to other relevant matters; and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, with royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor [illegible] or less otherwise agreed to by the lessor and lessee, at such times and [illegible] such tanks provided by the lessee or reasonably near as required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which production may be [illegible] responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Payments or accounts [illegible] royalties shall be [illegible] and royalties on the entire production [illegible] segregated for royalty purposes may be required if the Secretary of the Interior finds that [illegible] the purpose of ensuring to the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources [illegible] in his judgment it is necessary in order to prevent [illegible] development, or because the lease cannot be successfully operated [illegible] the requirement here

(e) *Interest charges.*—Unless otherwise directed by the Secretary of the Interior, to pay interest on royalties, or other payments on the leases, to the extent [illegible] Manual Arrangements as the payors maintained in the [illegible] 43 CFR 1564. If there is well on the leased lands capable of producing oil or gas in paying quantities [illegible] to pay rentals or royalties [illegible] any time shall [illegible] the lease [illegible] operation of law. However, if the time for payment falls on a day [illegible] proper office [illegible] payment is effected, payment shall be [illegible] if made on the next official working day.

(f) *Contracts for disposal of products.*—To file [illegible] Supervisor of the [illegible] Survey, [illegible] 30 days after the effective [illegible] agreement for the sale [illegible] of the leased lands [illegible] or other products [illegible] All [illegible]

(g) *Books and wages for [illegible].*—To keep [illegible] all [illegible] fully and correctly [illegible] the leased lands [illegible] the Secretary of the Interior [illegible] representative [illegible] from the lands hereunder [illegible] [illegible] all workmen employed [illegible] and to pay all wages due [illegible] laws of the United States.

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

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

(i) *Assignments of record title or interest in lease.*—As required by applicable law [illegible] for approval within 90 days from the date of final execution [illegible] of record title [illegible] of this lease or any interest therein, including [illegible] of record title, working or royalty interests [illegible] and the assignment to take effect [illegible] Bureau of Land Management [illegible] of the assignment by the [illegible] of Land Management to take effect as of the first day of the month following the date of filing in the proper [illegible]

(j) *Leases for lands containing other valuable deposits.*—To conduct [illegible] operations [illegible] in a manner to [illegible] with a minimum of interference with the [illegible] of any other valuable deposits [illegible] and to take such measures as may be [illegible] by the Secretary of the Interior to prevent [illegible] the right to [illegible] and to carry out [illegible] operations [illegible] to carry out [illegible] of the lessee [illegible] relating to the [illegible] and that the failure of the lessee [illegible] to comply with any of the provisions of this paragraph [illegible] the property and [illegible] of the lessee [illegible] of the lessee [illegible] Act of [illegible] 30 U.S.C. sec. 181).

(k) *Leases for lands containing [illegible] reserved to the United States.*—To comply with all [illegible] and reasonable regulations thereafter [illegible] with respect to [illegible] or shall hereafter be [illegible] and [illegible] to comply with the [illegible] of the Secretary of the Interior [illegible] of the lands hereunder [illegible] all workmen employed [illegible] and to pay all wages due [illegible] laws of the United States.

Sec. 3. *Rights of lessee.*—In connection with the performance of work under this contract, the contractor agrees [illegible] to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay [illegible] forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(i) *Assignments of record title or interest in lease.*—As required by applicable law [illegible] for approval within 90 days from the date of final execution [illegible] of record title [illegible] of this lease or any interest therein, including [illegible] of record title, working or royalty interests [illegible] and the assignment to take effect [illegible] Bureau of Land Management [illegible] of the assignment by the [illegible] of Land Management to take effect as of the first day of the month following the date of filing in the proper [illegible]

(j) *Leases for lands containing other valuable deposits.*—To conduct [illegible] operations [illegible] in a manner to [illegible] with a minimum of interference with the [illegible] of any other valuable deposits [illegible] and to take such measures as may be [illegible] by the Secretary of the Interior to prevent [illegible] the right to [illegible] and to carry out [illegible] operations [illegible] to carry out [illegible] of the lessee [illegible] relating to the [illegible] and that the failure of the lessee [illegible] to comply with any of the provisions of this paragraph [illegible] the property and [illegible] of the lessee [illegible] of the lessee [illegible] Act of [illegible] 30 U.S.C. sec. 181).

(k) *Leases for lands containing [illegible] reserved to the United States.*—To comply with all [illegible] and reasonable regulations thereafter [illegible] with respect to [illegible] or shall hereafter be [illegible] and [illegible] to comply with the [illegible] of the Secretary of the Interior [illegible] of the lands hereunder [illegible] all workmen employed [illegible] and to pay all wages due [illegible] laws of the United States.

Sec. 3. *Rights of lessee.*—In connection with the performance of work under this contract, the contractor agrees [illegible] to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay [illegible] forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(i) *Assignments of record title or interest in lease.*—As required by applicable law [illegible] for approval within 90 days from the date of final execution [illegible] of record title [illegible] of this lease or any interest therein, including [illegible] of record title, working or royalty interests [illegible] and the assignment to take effect [illegible] Bureau of Land Management [illegible] of the assignment by the [illegible] of Land Management to take effect as of the first day of the month following the date of filing in the proper [illegible]

(j) *Leases for lands containing other valuable deposits.*—To conduct [illegible] operations [illegible] in a manner to [illegible] with a minimum of interference with the [illegible] of any other valuable deposits [illegible] and to take such measures as may be [illegible] by the Secretary of the Interior to prevent [illegible] the right to [illegible] and to carry out [illegible] operations [illegible] to carry out [illegible] of the lessee [illegible] relating to the [illegible] and that the failure of the lessee [illegible] to comply with any of the provisions of this paragraph [illegible] the property and [illegible] of the lessee [illegible] of the lessee [illegible] Act of [illegible] 30 U.S.C. sec. 181).

(k) *Leases for lands containing [illegible] reserved to the United States.*—To comply with all [illegible] and reasonable regulations thereafter [illegible] with respect to [illegible] or shall hereafter be [illegible] and [illegible] to comply with the [illegible] of the Secretary of the Interior [illegible] of the lands hereunder [illegible] all workmen employed [illegible] and to pay all wages due [illegible] laws of the United States.

Sec. 4

706

13

512643

1255-axo

ELB- 28483

E023053-A

C-050348-00

ASSIGNMENT

THIS ASSIGNMENT made and entered into by and between W. A. Hayes

of 1900 Leimert Blvd., Oakland 2, California
hereinafter called ASSIGNOR and THE CARTER OIL COMPANY, a West Virginia corporation, with an office at Tulsa, Oklahoma, hereinafter called ASSIGNEE.

WITNESSETH, THAT, WHEREAS, the United States of America under date of January 1, 1948 granted to said ASSIGNOR an oil and gas lease bearing Serial No. EV-023053 under and subject to the terms and provisions of the Act of Congress approved February 25, 1920 (Public Law 146), as amended, covering the following described land in Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 112 West

Section 15: E½SE¼

Assignment Approved Effective SEP 1 1957

Craig A. Parker
Manager, Land Office
Box 929, Cheyenne, Wyoming

Containing 80.00 acres more or less

and other lands not involved herein.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and other good and valuable consideration in hand paid to the ASSIGNOR by the ASSIGNEE, the receipt whereof is hereby acknowledged, said ASSIGNOR does hereby grant, transfer, assign and set over unto said ASSIGNEE his leasehold interest and estate above mentioned and all of his right, title and interest in and to said lease as to the land described above, subject to the conditions hereof and subject to the approval of the Secretary of the Interior.

CERTIFIED true and comparative copy of the official records on file

OCT 25 1989

BUREAU OF LAND MANAGEMENT

ASSIGNOR reserves an overriding royalty of Two and One Half per cent (2½ %) of the market value at the well of all oil and gas produced, saved and marketed from the above described premises pursuant to the oil and gas lease assigned hereby. The full amount of taxes required to be paid on such oil and gas, or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable to ASSIGNOR hereunder.

The overriding royalty interest hereinabove reserved includes, and is not in addition to any and all overriding royalty interest previously reserved or granted, conveyed and assigned to others by ASSIGNOR, or by prior lessees or optioners, and any such previously reserved overriding royalty interests shall be paid or accounted for out of the overriding royalty interest herein reserved.

ASSIGNEE may at any time and at its sole election and without prior notice to ASSIGNOR assign or surrender this lease as to part or all of the lands above described.

IN WITNESS WHEREOF, the ASSIGNOR has signed and sealed this instrument the ____ day of _____, 19__.

WITNESSES:

L. Wellington

W. A. Hayes (seal)
W. A. Hayes

(Assignor) (seal)

(Use form of acknowledgment for State wherein lands lie.)

227287

FILED PAGE 706
FEES 6.00 May 4 1989 04
BOOK 84
SUBLETTE COUNTY CLERK
By: Mary Kelly
SUBLETTE COUNTY CLERK

STATE OF California)
) ss. WYO. IND. ACK.
COUNTY OF San Francisco)

On this 9th day of August, 1957, before me personally appeared W. A. Hayes known to be the person, or persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires: [illegible] Notary Public in and for the City and County of San Francisco, State of California. My Commission Expires April 21, 1961. 1 Montgomery St., S. F., Calif.

K. L. Rakelow 600238
Notary Public

708

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023053 A COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

ASSIGNMENT of OVERRIDING ROYALTY INTEREST

1255-00
055348-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1 1948, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023053 A, affecting certain lands in the County of SUBLETTE, State of WYOMING, described as follows:

811168

T. 27N., R. 112W., 6th PM.,
Sec. 15: E½SE¼

containing 80.00 acres, more or less

RECORDED
Comparative copy
records on file
OCT 26
Adelle L. Kunalski
MANAGEMENT

and,

WHEREAS, W. A. HAYES
present owner and holder of a o 1 % 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.

NOW, THEREFORE, in consideration of the sum of $ 10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, W. A. HAYES does hereby set over, transfer and assign unto BELFER NATURAL GAS COMPANY subject to the approval of the Secretary of the Interior, an undivided 1 % 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.

227288

Assignor agrees to execute such further instruments and assurances of title as assignee may reasonably request to properly vest in assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

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 6 day of July, 19 59.

FILED Dec 27 1962 8:00 AM
IN BOOK 84 O&G PAGE 708
FEES 4.00
SUBLETTE COUNTY CLERK
By: Mary L. Lukes Deputy
SUBLETTE COUNTY CLERK

W A Hayes
W. A. Hayes, 1900 Leimert Blvd., Oakland 2, Calif.

STATE OF California)
COUNTY OF Alameda) SS.:

On this 6 day of July, 1959, before me personally appeared W. A. Hayes, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 6 day of July 1959

Agnes T. Alley

_____, 19___.

My Commission Expires:

NOV 7 1962

816509

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023053A COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 1948, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023053A, affecting certain lands in the County of Sublette State of Wyoming, described as follows:

227289

RECORDED Oct 27 1959 8 o'cl A M
IN BOOK 84 of G PAGE 709
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

T. 27N., R. 112W., 6th PM

Sec. 15: E½SE¼

80.00 acres

CERTIFIED true and comparative copy of original on file

OCT 25 1959

Bureau of Land Management

and,

~~WHEREAS, ~~ ~~is the present owner and holder of said U. S. Oil and Gas Lease.~~

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of a 1.0000 % 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,

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 ~~BELCO PETROLEUM CORPORATION~~ does hereby set over, transfer and assign unto subject to the approval of the Secretary of the Interior, an undivided 1.0000 % 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 title to 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 encumorances; 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 19 59.

WITNESS:

Lillian Schuster

BELFER NATURAL GAS COMPANY

Jack Saltz

Jack Saltz, Partner-630 Third Ave., New York 17, NY

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ____ executed the same as ____ free act and deed.

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

709

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

On the _____ day of Sep 28, 1959, before me personally appeared JACK SALTZ to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP _____, 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
My commission expires March 30, 1960

[redacted] [redacted] [redacted]

...OIL AND GAS LEASE HEARING
SERIAL NO. EVANSTON 023053A COVERING THE HEREINAFTER
...DESCRIBED LANDS IN THE COUNTY OF SUBLETTE
STATE OF WYOMING

ASSIGNMENT
OF
OVERRIDING
ROYALTY INTEREST

816508

KNOW ALL MEN BY THESE PRESENTS:

That ... under date of January 1, 1948, the ... issued that certain U. S. Oil and Gas Lease bearing ... Evanston 023053A affecting certain lands in the County of Sublette ... Wyoming ..., described as follows:

T.27N., R. 112W., 6th PM

Sec. 15: E½SE¼

CERTIFIED

to be a true and ... copy of the ... file

OCT 26 1959

80.00 acres BUREAU OF LAND MANAGEMENT

227290

RECORDED Dec. 27 1957 8:37 A.M.
BOOK 84 of G PAGE 711
FEES Acc Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

and,

~~[illegible] ... owner and holder of said U. S. Oil and Gas Lease~~

BELFER NATURAL GAS COMPANY

0.2958 ... overriding royalty interest in and to the ... production substances produced, saved and sold from the said lands, ... said Oil and Gas Lease.

... the sum of $ 10.00, and other good ... the receipt of which is hereby acknowledged, BELFER ... does hereby set over, transfer and assign ... subject to the approval of the Secretary ... overriding royalty interest in and to the ... production substances produced, saved and sold from the aforesaid ... part of the said Oil and Gas Lease.

NATURAL GAS COMPANY
BELCO PETROLEUM CORPORATION

0.2958

... to create such further instruments of conveyance of title ... as may be sent in accordance with title to the ... herein granted and assigned.

... represents and covenants that it is the lawful owner of ... free and clear; that it has full right and authority to ... that said interest is free and clear of all liens and ... it will warrant and forever defend the same against the law... ... persons whomsoever.

... that this assignment and the provisions hereof shall inure to the benefit of the parties hereto, their heirs, ... successors and assigns.

... assignment of [illegible] by it has ...

SEP 28 59

WITNESS:

BELFER NATURAL GAS COMPANY

Lillian Schuster

Jack Salta, Partner, 630 Third Avenue, New York 17, NY

... day of ... 19... before me personally ... to me known to be the person ... who executed the foregoing instrument and acknowledged that ... he ... executed the same as ... free act and deed.

... day of ... 19...

711

COUNTY OF NEW YORK) SS.

On the _____ day of SEP 28 1959, before me personally appeared JACK SALTZ to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
Commission Expires March 30, 1960

RECEIVED
FEB 1 [redacted]
Bureau of
Land Management
Land Office
Cheyenne, Wyoming

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This overriding royalty assignment made this 11th day of January, 1960, by and between Ruth E. Antrobus, whose address is 2655 Irving, Denver, Colorado, hereinafter called "Assignor"; and BELCO PETROLEUM CORPORATION, whose address is 630 Third Avenue, New York 17, N. Y., hereinafter called "Assignee".

WITNESSETH:

WHEREAS, "Assignor" is the owner and holder of certain overriding royalty interests in U. S. Oil and Gas Leases situated in Sublette County, Wyoming, more particularly set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Ruth E. Antrobus does hereby set over and assign unto BELCO PETROLEUM CORPORATION, subject to the approval of the Secretary of the Interior all of her overriding royalty interests in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the lands more particularly described in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases more particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances of title as "Assignee" may reasonably request to properly vest in "Assignee" the title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that she is the lawful owner of the interest hereby transferred and assigned; that she 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 she 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 11th day of January, 1960.

227291

RECORDED Dec. 27 1989 8:00 A.M.
IN BOOK 84 O&G PAGE 713
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official [illegible] on file

OCT 25 1989
Isabelle A. Kamalske
BUREAU OF LAND MANAGEMENT

Ruth E. Antrobus
Ruth E. Antrobus, 2655 Irving, Denver, Colo.

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

On this 11th day of January, 1960, before me personally appeared Ruth E. Antrobus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal this 11th day of January, 1960.

Marguerite Offutt
Notary Public

My Commission Expires: June 12, 1961.

714

RECEIVED
FEB 15 1960
Land Management
Land Office
Cheyenne, Wyoming

F-025053

1255-22

025348-22

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This overriding royalty assignment made this 11th day of January, 1960, by and between E. S. Sprague, whose address is 6331 Pontiac Drive, Denver, Colorado, hereinafter called "Assignor", and BELCO PETROLEUM CORPORATION, whose address is 630 Third Avenue, New York 17, N. Y., hereinafter called "Assignee".

WITNESSETH:

WHEREAS, "Assignor" is the owner and holder of certain overriding royalty interests in U. S. Oil and Gas Leases situated in Sublette County, Wyoming, more particularly set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, E. S. Sprague does hereby set over and assign unto BELCO PETROLEUM CORPORATION, subject to the approval of the Secretary of the Interior all of his overriding royalty interests in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the lands more particularly described in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases more particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances of title as "Assignee" may reasonably request to properly vest in "Assignee" the title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

227292

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this 11th day of January, 1960.

RECORDED Dec. 27 1989 8:00 A.M.
IN BOOK 84 of G PAGE 714
FEES 12.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 1989
BUREAU OF LAND MANAGEMENT

E. S. Sprague

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

On this 11th day of January, 1960, before me personally appeared E. S. Sprague to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 11th day of January, 1960.

Marguerite Offutt
Notary Public

My Commission Expires June 12, 1961.

CERTIFIED
true and complete copy
of the original in our file
OCT 25 1974
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Description	Acres	Serial Number & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed herein to Assignee
T. 27 N., R. 112 W., Sec. 23: W½SE¼	80.00	Extension 023034 - 1/1/48	.062%	.062%
T. 27 N., R. 112 W., Sec. 23: NW¼	160.00	Extension 023034A - 1/1/48	.062%	.062%
T. 27 N., R. 112 W., Sec. 14: SW¼	160.00	Extension 023050 - 1/1/48	.062%	.062%
T. 27 N., R. 112 W., Sec. 14: NW¼	160.00	Extension 023050A - 1/1/48	.062%	.062%
27 N., Rg 112 W., 26: All 27: E½	[illegible]	[illegible]	[illegible]	[illegible]
27 N., Rng 112 W., 22: W½E½	[illegible]	[illegible]	[illegible]	[illegible]
27 N., Rng 112 W., 22 E½E½	[illegible]	[illegible]	[illegible]	[illegible]
27 N., Rng 112 W., 27: W½	[illegible]	[illegible]	[illegible]	[illegible]
27N., R.112 W., 21: Lots 1, 7, 8, E½SE¼ SW¼SE¼	[illegible]	[illegible]	[illegible]	[illegible]
27N., Rg 112 W., Sec. 22: W½	[illegible]	[illegible]	[illegible]	[illegible]

715

CERTIFIED
to be a true and comparative copy
of the official records on file
BUREAU OF LAND MANAGEMENT
OCT 25 1989

EXHIBIT "A"

Description	Acres	Serial No. & Date of Lease	Assignor's Int.	Assignor's interest being assigned
T. 27N., R. 112W. Sec. 25: SW¼	160.00	Evanston 023034A - 1/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: W½SE¼	80.00	Evanston 023077A - 2/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: SW¼	160.00	Evanston 023060A - 1/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 10: Lots 6, 8, E½SW¼ Sec. 15: Lot 1, E½NW¼, SW¼NW¼	293.16	Evanston 023060 - 1/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 10: SE¼ Sec. 12: SW¼ Sec. 13: E½ Sec. 15: W½NW¼ Sec. 24: N½	720.00	Evanston 023057 - 1/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: E½SE¼	80.00	Evanston 023053A - 1/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 11: S½ Sec. 13: W½W½ Sec. 14: N½ Sec. 15: E½NE¼ Sec. 23: E½	1200.00	Evanston 023053 - 1/1/45	.0372%	.0372%
T. 27N., R. 112W. Sec. 21: W½NW¼	80.00	Evanston 023050B - 1/1/45	.0372%	.0372%

7/6

CERTIFIED
Be a true and comparative copy
of the official records on file
OCT 25 1989
BUREAU OF LAND MANAGEMENT

Description	Acres	Serial No. & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N., R. 112W. Sec. 24: W½SW¼	80.00	Evanston 023050A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 25: NW¼	160.00	Evanston 023034B - 1/1/48	.0372%	.0372%

718

No. 917C. Reproduced by Bradford Publishing Co., 1824-44 Stout St., Denver, Colo.

L-600238

1255-006

0050318-U

Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
Evanston 023053-A
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
1-1-48
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name: Clinton Oil Company
Street: 217 North Water
City: Wichita, Kansas
State:
Zip Code: 67202

RECEIVED
Bureau of Land Management
APR 30 1970
12:13 PM

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 15: E½SE¼

containing 80.00 acres

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959.

CERTIFIED
to be a true and comparative copy of the official record on file
OCT 25 1989
BUREAU OF LAND MANAGEMENT

227293

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee?
Without warranty of title, express or implied 100%

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2-1/2%

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

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

Executed this 26 day of February, 1970
HUMBLE OIL & REFINING COMPANY

By: _____
Vice President (Assignor's Signature)

P. O. Box 2305; Houston, Texas 77001
(Assignor's Address)

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

RECORDED Dec 27 1989 8:00AM
IN BOOK 84 OIG PAGE 718
FEES 6.00 Mary L. Larson COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Kelly

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: Figure Four Canyon

"COMMITTED TO ___ UNIT
NO 14-08-0001- 6074
APPROVED 6-8-59"

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective FEB 1 1971

Date approved FEB 5 1971

By _____
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date) _____

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

Delaware Corporation

c If a corporation, attach qualifications or if already on file, give serial number of case file
Serial No. NM-0558400

2 Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3 Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 25 1989
BUREAU OF LAND MANAGEMENT

Executed this 27th day of April, 1970.

ATTEST:

M. F. Matal
M. F. MATAL, Assistant Secretary

CLINTON OIL COMPANY

By: [signature]
(Assignee's Signature)
W. E. LUSK, Executive Vice President

217 N. Water, Wichita, Kansas 67202
(Address)

Taxpayer No.
48-0681028

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignments out of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases, (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847 · 899

720

W-111
071212-000
BDC #1255-006

1255-006
005038-00

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
89 SEP -2 AM 9 30
CHEYENNE, WYOMING

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

Lease Serial No.
Evanston 023053-A

Lease effective date
Janaury 1, 1948

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name
Belco Development Corporation

Address (include zip code)
10000 Old Katy Road, Suite 100
Houston, Texas 77055

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

2. Describe the lands affected by this assignment

T. 27 N., R. 112 W., 6th P.M.

Section 15: E½SE¼

containing 80.00 acres, more or less in Sublette County, Wyoming

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959, and the assignment and conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserves Group, Inc. and Belco Development Corporation.

Assignment approved as to lands described below

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

SAME LAND DESCRIPTION AS ITEM 2

OCT 25 1989
Cadelle A. Kawalski
BUREAU OF LAND MANAGEMENT

27294

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% x 8/8ths

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

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

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

Executed this 3rd day of August, 1983, but to be effective the 1st day of May, 1983.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth, Attorney-in-Fact

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

Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 01 1983

By _____
(Authorized Officer)

76129

ACTING Chief, Oil & Gas Section
(Title)

ORIGINAL

JAN 23 1984
(Date)

RECORDED Dec 27 1983
IN BOOK 84 OF G PAGE 720
FEES 6.00 May Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

CERTIFIED
to be a true and comparative copy
of the official record on file
OCT 25 1989
BUREAU OF LAND MANAGEMENT

Executed this 10th day of August , 1983 .

BELCO DEVELOPMENT CORPORATION

(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

STATE OF COLORADO)
ss
COUNTY OF DENVER)

On this 3rd day of August, 1983, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August, 1983.

My commission expires:
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August, 1983.

My Commission Expires:
04-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

722

0050350-000
13
1255-008

W-113
071214-000
BDC #1255-003

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

83 SEP -2 AM 9 30

CHEYENNE, WYOMING

Lease Serial No.
Evanston 023057-A

Lease effective date
January 1, 1948

FOR BLM OFFICE USE ONLY
New Serial No.

PART I

1. Assignee's Name

Belco Development Corporation

Address (include zip code)

10000 Old Katy Road, Suite 100
Houston, Texas 77055

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

2. Describe the lands affected by this assignment

T. 27 N., R. 112 W., 6th P.M.
Section 15: W½SE¼

containing 80.00 acres, more or less in Sublette County, Wyoming

Subject to the Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959, and the assignment and conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserves Group, Inc. and Belco Development Corporation.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

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

OCT 26 19[illegible]
Odette L. Kowalski
BUREAU OF LAND MANAGEMENT

227295

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% x 8/8ths

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

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

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

Executed this 3rd day of August, 1983, but to be effective the 1st day of May, 1983.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth, Attorney-in-Fact

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

Denver, Colorado 80201
(City) (State) (Zip Code)

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THE UNITED STATES OF AMERICA

Assignment approved effective OCT 01 1983

By [signature]
(Authorized Officer)

76128

ACTING Chief, Oil & Gas Section
(Title)

ORIGINAL

JAN 23 1984
(Date)

IN BOOK 84 PAGE 722
FEES $6.00 Mary L. Lewis COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lewis
1989 8:45 AM

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 10th day of August , 1983 .

BELCO DEVELOPMENT CORPORATION

(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

STATE OF COLORADO)
ss
COUNTY OF DENVER)

On this 3rd day of August, 19 83, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August, 1983.

My commission expires:
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August, 19 83.

My Commission Expires:
.04-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

...and comparative copy
...records on file
OCT 26 ...
MANAGEMENT

724

No. 917C. Reproduced by Bradford Publishing Co., 1824-46 Stout St., Denver, Colo.

Form 3120–13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

L-600237

005035-a

125-002

Serial Number
Evanston 023057-A
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
1-1-48
New Serial Number

RECEIVED
Bureau of Land Management
[illegible] Office
Cheyenne, Wyoming
APR 30 1970
A.M. 7 8 9 10 11 12 1 2 3 4 5 6 P.M.

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name: Clinton Oil Company
Street: 217 North Water
City: Wichita,
State: Kansas
Zip Code: 67202

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)
Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 15: W½SE¼

containing 80.00 acres

Subject to the Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959.

227296

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee? 100%
Without warranty of title, express or implied

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*
None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2-1/2%

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

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

Executed this 24 day of February, 1970
HUMBLE OIL & REFINING COMPANY

By: [signature]
Vice Pr[illegible] (Assignor's Signature)

P. O. Box 2305; Houston, Texas 77001
(Assignor's Address)

Form [illegible]

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: Bruce Huntington

"COMMITTED TO [illegible] UNIT
NO. 14-08-0001-6074
APPROVED 6-8-54 *

SAME LAND DESCRIPTION AS ITEM 1

CERTIFIED to be a true and comparative copy of the official records on file
OCT 28 1988
Bureau of Land Management

Assignment approved effective FEB 1 1971

Date approved FEB 5 1971

By [signature]
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

*Lease extended under 43 CFR 3128.5 to and including
(date)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

FEES 6.00 Mar 24 1988 8:00 AM
PAGE 724
SUBLETTE COUNTY CLERK
By: Joan Talley

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

Delaware Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file
Serial No. NM-0558400

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-13, and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 27th day of April, 19 70.

ATTEST:

M. F. Matal

M. F. MATAL, Assistant Secretary

CLINTON OIL COMPANY

By: W. E. Lusk
(Assignee's Signature)

W. E. LUSK, Executive Vice President

217 N. Water, Wichita, Kansas 67202
(Address)

Taxpayer No
48-0681028

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 26 1989
Adella A. Kowalski
LAND MANAGEMENT

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847 · 899

RECEIVED FEB 15 1960 Bureau of Land Management Land Office Cheyenne, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This overriding royalty assignment made this 11th day of January, 1960, by and between Ruth E. Antrobus Denver, Colorado, hereinafter called "Assignor"; whose address is 2655 Irving and BELCO PETROLEUM CORPORATION, whose address is 630 Third Avenue, New York 17, N. Y., hereinafter called "Assignee".

WITNESSETH:

WHEREAS, "Assignor" is the owner and holder of certain overriding royalty interests in U. S. Oil and Gas leases situated in Sublette County, Wyoming, more particularly set forth in Exhibit "A" attached hereto.,

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Ruth E. Antrobus does hereby set over and assign unto BELCO PETROLEUM CORPORATION, subject to the approval of the Secretary of the Interior all of her overriding royalty interests in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the lands more particularly described in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases more particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances of title as "Assignee" may reasonably request to properly vest in "Assignee" the title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that she is the lawful owner of the interest hereby transferred and assigned; that she 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 she 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.

227297

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this 11th day of January, 1960.

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

OCT 26 1960

BUREAU OF LAND MANAGEMENT

Ruth E. Antrobus

Ruth E. Antrobus, 2655 Irving, Denver, Colo.

RECORDED Dec. 27 19 89 8:00 A M
IN BOOK 84 O&G PAGE 726
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mae Riley

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

On this 11th day of January, 1960, before me personally appeared Ruth E. Antrobus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal this 11th day of January, 1960.

Marguerite Offutt
Notary Public

My Commission Expires: June 12, 1961.

005050-000
155-025
87613

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023057A COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

ASSIGNMENT of OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 1948, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023057A, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 27N., R. 112W., 6th PM

Sec. 15: W½SE¼

80.00 acres

227298

RECORDED Dec. 27 1957 8:00 AM
BOOK 84 O & G PAGE 727
Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

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

OCT 28 1959
Estelle L. Rawlabe
BUREAU OF LAND MANAGEMENT

and,

WHEREAS, ~~Present owner and holder of said U. S. Oil and Gas Lease,~~ ~~is the~~

WHEREAS, BELFER NATURAL GAS COMPANY
present owner and holder of a 1.0000 % 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,

NOW, THEREFORE, in consideration of the sum of $ 10.00 and other valuable consideration, the receipt of which is hereby acknowledged, BELFER NATURAL GAS COMPANY ~~BELCO PETROLEUM CORPORATION~~ does hereby grant, bargain, sell, assign, transfer and convey unto the Secretary of the Interior, or his duly authorized representative, an undivided 1.0000 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 title to 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, 19 59.

WITNESS:

Lillian Schuster

BELFER NATURAL GAS COMPANY

Jack Saltz, Partner, 630 Third Avenue, New York 17, NY

STATE OF _____)
COUNTY OF _____) SS.:

On this ____ day of _____, 19__, before me personally appeared _____, to me know 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 _____, 19__.

My Commission Expires:

_____

728

IN THE MATTER OF U. S. OIL AND GAS LEASE BOARD'S
Section 30 EVANSTON 023057A CONCERNING THE RESTORATION
OF CERTAIN LANDS IN THE COUNTY
State of WYOMING SUBLETTE

227299

RECORDED Dec. 27 1989 11:00 AM
IN BOOK 84 O&G PAGE 728
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

WHEREAS, by order dated January 1, 1948 the Secretary of the Interior issued to certain lessees under U. S. Oil and Gas Lease Evanston 023057A affecting certain lands in the County of Sublette State of Wyoming, described as follows:

T. 27N., R. 112W., 6th PM

Sec. 15: W½SE¼

80.00 acres

CERTIFIED
to be a true and correct copy
of the official records on file
OCT 26 1989
Odelle L. Kawalski
BUREAU OF LAND MANAGEMENT

and

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of a 0.2958 % 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.

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 BELCO PETROLEUM CORPORATION does hereby set over, transfer and assign unto the Interior, an undivided 0.2958 % 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 title to 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 title 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

Jack Saltz, Partner, 630 Third Avenue, NewYork 17,NY

STATE OF)
) ss.
COUNTY OF)

On this ___ day of ___ 19__, before me personally appeared ___ to me known to be the person described in and who executed the foregoing instrument and acknowledged that ___ executed the same as ___ free act and deed

Witness my hand and seal this ___ day of ___ 19__

My

C 050350-000

255-03

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023057 A COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

ASSIGNMENT of OVERRIDING ROYALTY INTEREST

811171

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 1948 XIX, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023057 A, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 27N., R. 112W., 6th PM.,
Sec. 15: W½SE¼

containing 80.00 acres, more or less

227300

RECORDED Dec. 27 1957 8:00 AM
IN BOOK 84 of G PAGE 729
FEES $ Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

CERTIFIED
to be a true and comparative co. of the original record on file
OCT 26 19[illegible]
and Cecelia I. Kowalski
BUREAU OF LAND MANAGEMENT

WHEREAS, XXXX

730

5050350-

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This overriding royalty assignment made this 11th day of January
by and between E. S. Sprague whose address is 6331 Pontiac
Derby, Colorado hereinafter called "Assignor", and [illegible]
whose address is 630 Third Ave., New York 17, N. Y., hereinafter called

WITNESS: "Assignor" is the owner and holder of certain overriding
interests in U. S. Oil and Gas leases situated in Sublette County, Wyoming
particularly set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00)
other good and valuable consideration, the receipt of which is hereby acknowledged,
E. S. Sprague does hereby set over and assign unto MILCO PETROLEUM
CORPORATION, subject to the approval of the Secretary of the Interior all of his
overriding royalty interests in and to the oil and gas and other hydrocarbon
substances produced, saved and sold from the lands more particularly described
in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases
particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances as
"Assignee" may reasonably request to properly vest in "Assignee" the
title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that he is the lawful owner
of the interest hereby transferred and assigned; that he has full right and
authority to transfer and assign the same; that said interest is free and clear of
all liens and encumbrances; and that he will warrant and forever defend the same
against the lawful claims and demands of all persons whomsoever.

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 11th day of January, 1960.

227301

RECORDED Dec. 27 1989 8:00 A.M.
IN BOOK 84 O&G PAGE 730
FEES 4.75 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

E. S. Sprague

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

On this 11th day of January, 1960, before me personally
appeared E. S. Sprague to me known to be the person described
in and who executed the foregoing instrument, and acknowledged that he executed
the same as his free act and deed.

Witness my hand and seal this 11th day of January, 1960.

Marguerite Offutt
Notary Public

My Commission expires June 12, 1961.

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 26 1989
Cecille Kwiatkowski
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

005035 B-01
125-008

RECEIVED
FEB 15 19
Bureau of Land Management
Land Office

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This overriding royalty assignment made this 11th day of January, 1960, by and between Ruth E. Antrobus, whose address is 2655 Irving Denver, Colorado, hereinafter called "Assignor"; and BELCO PETROLEUM CORPORATION, whose address is 630 Third Avenue, New York 17, N. Y., hereinafter called "Assignee".

WITNESSETH:

WHEREAS, "Assignor" is the owner and holder of certain overriding royalty interests in U. S. Oil and Gas Leases situated in Sublette County, Wyoming, more particularly set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged Ruth E. Antrobus does hereby set over and assign unto BELCO PETROLEUM CORPORATION, subject to the approval of the Secretary of the Interior all of her overriding royalty interests in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the lands more particularly described in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases more particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances of title as "Assignee" may reasonably request to properly vest in "Assignee" the title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that she is the lawful owner of the interest hereby transferred and assigned; that she 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 she will warrent 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 11th day of January, 1960.

Ruth E. Antrobus
Ruth E. Antrobus, 2655 Irving, Denver, Colo.

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

On this 11th day of January, 1960, before me personally appeared Ruth E. Antrobus to me known to be the person described in and who executed the foregoing instruments, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal this 11th day of January, 1960

Marguerite [illegible]
Notary Public

My Commission Expires June 12, 1961.

FILED
as a true and comparative copy
of the original records on file

OCT 26 1961
Estelle L. Kwiatkowski
BUREAU OF LAND MANAGEMENT

RECEIVED
OCT 26 1948
MANAGEMENT

EXHIBIT "A"

Description	Acres	Serial No. & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N. R. 112W. Sec. 23: [illegible]	430.00	Evanston 023034 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 23: NW¼	160.00	Evanston 023040 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 24: SW¼	160.00	Evanston 023050 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 24: E½	320.00	Evanston 023060 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 25: All Sec. 27: E½	960.00	Evanston 025548 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 22: W½SE¼	160.00	Evanston 025551 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 22: E½W½	160.00	Evanston 025549 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 22: W½	320.00	Evanston 025550 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 21: Lots 1,7,8, E½SE¼ SW¼SE¼	236.68	Evanston 025552 - 1/1/48	.062%	.062%
T. 27N. R. 112W. Sec. 22: W½	320.00	Evanston 025552A - 1/1/48	.062%	.062%

CERTIFIED
...e a true and comparative
...of the ...
OCT 26 ...

EXHIBIT "A"

Description	Acres	Serial No. & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N., R. 112W. Sec. 25: SW¼	160.00	Evanston 023034A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: W½SE¼	80.00	Evanston 023057A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: SW¼	160.00	Evanston 023066A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 10: Lots 6, 8, E½SW¼ Sec. 15: Lot 1, E½NW¼, SW¼NW¼	293.16	Evanston 023066 - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 10: SE¼ Sec. 12: SW¼ Sec. 13: E½W½ Sec. 15: W½NE¼ Sec. 24: E½W½	720.00	Evanston 023057 - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: E½SE¼	80.00	Evanston 023053A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 11: S½ Sec. 13: W½W½ Sec. 14: N½ Sec. 15: E½NE¼ Sec. 25: E½	1200.00	Evanston 023053 - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 24: W½NW¼	80.00	Evanston 023050B - 1/1/48	.0372%	.0372%

735

EXHIBIT "A"

Description	Acres	Serial No. & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N., R. 112W. Sec. 24: W½SW¼	80.00	Evanston 023050A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 25: NW¼	160.00	Evanston 023034B - 1/1/48	.0372%	.0372%

734

to be [illegible]
of the

OCT [illegible]

[illegible]
BUREAU OF LAND MANAGEMENT

W-110
071211-000
BDC =1255-005

Form 3100-5
November 1983

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

FORM APPROVED
OMB No. 1004-0034
Expires February 28, 1987

Lease Serial No.
Evanston 023053

Lease effective date
January 1, 1948

FOR BLM OFFICE USE ONLY
New Serial No.

PART I

1. Assignee's Name
Belco Development Corporation

Address (include zip code)
10000 Old Katy Road, Suite 100
Houston, Texas 77055

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

2. Describe the lands affected by this assignment

T. 27 N., R. 112 W., 6th P.M.

Section 15: E½NE¼

containing 80.00 acres, more or less in Sublette County, Wyoming

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959, and the assignment and conveyance made and entered into this 3rd day of August 1983, by and between Energy Reserves Group, Inc. and Belco Development Corporation.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

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

OCT 27 1983
Sublette County Wyoming
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	2.5% x 8/8ths

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

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

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

Executed this 3rd day of August, 1983, but to be effective the 1st day of May, 1983.

ENERGY RESERVES GROUP, INC.

By: Bernard A. Wirth
(Assignor's Signature)
Bernard A. Wirth, Attorney-in-Fact

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

Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective OCT 1 1983 By: [illegible]
(Authorized Officer)

76129

ACTING [illegible] JAN 23 1984
(Title) ORIGINAL (Date)

RECORDED 12:00 AM DEC 27 1983
IN BOOK 84 OF G PAGE 735
FEES 6.00
Sue Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelley

735

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is __ Individual __ Municipality __ Association X Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee X is __ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 10th day of August, 1983.

BELCO DEVELOPMENT CORPORATION

(Assignee's Signature)

J. M. Oswald, Sr. Vice President

10,000 Old Katy Rd., Suite 100
(Assignee's Address)

Houston (City) Texas (State) 77055 (Zip Code)

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

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On this 3rd day of August, 1983, before me personally appeared Bernard A. Wirth, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of ENERGY RESERVES GROUP, INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Bernard A. Wirth acknowledged said instrument to be the free act of deed of said corporation.

Witness my hand and seal, this 3rd day of August, 1983.

My commission expires:
March 20, 1986

Lee J. Roller, Notary Public
P. O. Box 1407, Denver, CO 80201

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

to be a true and correct copy of the original on file in the BUREAU OF LAND MANAGEMENT

OCT 3

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of August, 19 83.

My Commission Expires:
04-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

L-600457

0050347-00
1255-00

No. 917C. Reproduced by Bradford Publishing Co., 1824-46 Stout St., Denver, Colo

Form 3120-13
(December 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number
Evanston 023053
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
4-1-48
New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

RECEIVED
Land Management
APR 10 1970

Name: Clinton Oil Company
Street: 217 North Water
City: Wichita, Kansas
State
Zip Code: 67202

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 15: E½NE¼

containing 80.00 acres

Subject to Unit Agreement for the Development and Operation of the Figure Four Canyon Unit Area, dated July 22, 1957, and Unit Operating Agreement dated February 1, 1959.

227303

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What interest is being conveyed to assignee?
Without warranty of title, express or implied 100%

4a. What overriding royalty or production payments is the assignor reserving herein? *(See item 4 of the Instructions; specify percentage)*

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2-1/2%

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

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

Executed this 26 day of February, 19[illegible]
HUMBLE OIL & REFINING COMPANY

By: [signature] (Assignor's Signature)
Vice President

P. O. Box 2305; Houston, Texas 77001
(Assignor's Address)

RECORDED 84 916 PAGE 737
IN BOOK ... FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below.

*COMMITTED TO [illegible] UNIT
U.D. 14-08-0001-6070
APPROVED 6-8-59

SAME LAND DESCRIPTION AS ITEM 1

CERTIFIED
to be a true and comparative copy of the official records on file
OCT [illegible]
[signature]
BUREAU OF LAND MANAGEMENT

Assignment approved effective FEB 1 1971

Date approved FEB 5 1971

By: [signature]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

738

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

Delaware Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file

Serial No. NM-0558400

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," indicate the interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-1a, and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 27th day of April, 1970.

ATTEST:

M. F. Matal

M. F. MATAL, Assistant Secretary

CLINTON OIL COMPANY

By: [signature]

(Assignee's Signature)

W. E. LUSK, Executive Vice President

217 N. Water, Wichita, Kansas 67202

(Address)

FILED
comparative copy
records on file
OCT 16 1970
MANAGEMENT

Taxpayer No.
48-0681028

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3123.3.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which Sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

GPO 847 · 899

[redacted] [redacted] [redacted]

201

3055347-000
255-005

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING
SERIAL NO. EVANSTON 023053 COVERING THE HEREINAFTER
DESCRIBED LANDS IN THE COUNTY OF SUBLETTE
STATE OF WYOMING

ASSIGNMENT
OF
OVERRIDING
ROYALTY INTEREST

816506

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 1948, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023053, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

227304

T. 27N., R. 112W., 6th PM
Sec. 11: S½
13: W½W½
14: E½
15: E½NE¼
25: E½

1200.00 acres

and,

RECORDED Dec. 27 1949 8:00 A.M
IN BOOK 84 O & G PAGE 739
FEES $.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

to be a true and correct copy of the original record on file
OCT 26
BUREAU OF LAND MANAGEMENT

~~WHEREAS,~~ ~~present owner and holder of said U. S. Oil and Gas Lease.~~ is the

WHEREAS, BELFER NATURAL GAS COMPANY present owner and holder of a 0.2958 % 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.

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 BELCO PETROLEUM CORPORATION does hereby set over, transfer and assign unto subject to the approval of the Secretary of the Interior, an undivided 0.2958 % 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 title to 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, 1949.

WITNESS:

Lillian Schuster

BELFER NATURAL GAS COMPANY

Jack Seltz

Jack Seltz, Partner, 630 Third Ave., New York 17, NY

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

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

_____

My Commission Expires:

740

198

0050347-05
125-205

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023053 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

Assignment of Overriding Royalty Interest

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of January 1, 1948 the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023053, affecting certain lands in the County of Sublette, State of Wyoming, described as follows,

T. 27N., R. 112W., 6th PM
Sec. 11: S½
13: W½W½
14: N½
15: E½NE¼
25: E½

1200.00 acres

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 26
and

227305

WHEREAS, [illegible] and holder of said U. S. Oil and Gas Lease [illegible]

WHEREAS, BELFER NATURAL GAS COMPANY is the present owner and holder of a 1.0000 % 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.

NOW, THEREFORE, in consideration of the sum of $ 10.00 and other valuable consideration, the receipt of which is hereby acknowledged, BELFER NATURAL GAS COMPANY has hereby sold, transferred, assigned unto BELCO PETROLEUM CORPORATION subject to the approval of the Secretary of the Interior, an undivided 1.0000 % overriding royalty interest in and to the oil and gas and other hydrocarbon substances produced from the aforesaid lands, under and pursuant to the said Oil and Gas Lease.

Assignor agrees to execute such further instruments and assurances as assignee may reasonably request to properly vest in assignee the full 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 title 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.

RECORDED Dec. 27 1887 A.D. AM
IN BOOK 84 016 PAGE 740
FEES 4.00 Mary L. Canfield COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary L. Canfield Dep.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this ____ day of SEP 28 19 59

WITNESS:

BELFER NATURALGAS COMPANY

Lillian Schuster

Jack Saltz, Partner - 630 Third Avenue, New York17, NY

STATE OF ____)
COUNTY OF ____) SS.:

On this ____ day of ____, 19__, before me personally appeared ____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ____ executed the same as ____ free act and deed.

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

My Commission Expires:

0050347-000
1255-005

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023053 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF Sublette STATE OF WYOMING

ASSIGNMENT of OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

811175

THAT, WHEREAS, under date of January 1 1948 th United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No: EVANSTON 023053, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

227306

T. 27N., R. 112W., 6th PM.,
Sec. 11: S½
13: W½W½
14: N½
15: E½NE¼
25: E½

containing 1,200.00 acres

CERTIFIED
to be a true and comparative copy of the official records on file
OCT 26 1963
Adelle A. Lunalaka
SUBLETTE COUNTY CLERK

RECORDED Dec. 27 1957 8:00 AM
BOOK 84 of G PAGE 741
Ada Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

and,

[illegible]

WHEREAS, W. A. HAYES is the present owner and holder of a 1 % 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.

NOW, THEREFORE, in consideration of the sum of $ 10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, W. A. HAYES does hereby set over, transfer and assign unto BELEER NATURAL GAS COMPANY subject to the approval of the Secretary of the Interior, an undivided 1 % 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 title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

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 6 day of July, 19 57.

W. A. Hayes
W. A. Hayes, 1900 Leimert Blvd., Oakland 2, Calif.

STATE OF California) SS.:
COUNTY OF Alameda)

On this 6 day of July, 19 57 before me personally appeared W. A. Hayes, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 6 day of July, 19 57.

My Commission Expires:

741

742

0050347-00

6UU152

1255-005

IN THE MATTER OF U. S. OIL AND GAS LEASE BEARING SERIAL NO. EVANSTON 023053 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING

JUN 29 1959

ASSIGNMENT of OVERRIDING ROYALTY INTEREST

227307

RECORDED Req. 10:00 AM
IN BOOK 84 PAGE 742
FEES 4.00 Mary L. Lamb COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lou Daly

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of JANUARY 1, 1948 the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. EVANSTON 023053, affecting certain lands in the County of SUBLETTE, State of WYOMING, described as follows:

T. 27 N., R. 112 W., 6th PM,
Sec. 11: $S\frac{1}{2}$
13: $W\frac{1}{2}W\frac{1}{2}$
14: $N\frac{1}{2}$
15: $E\frac{1}{2}NE\frac{1}{4}$
25: $E\frac{1}{2}$

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 2 [illegible]
[illegible]

containing 1,200.00 acres

and,

[redacted]

WHEREAS, K. DEAN BUTLER present owner and holder of a 0.2958 % 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.

NOW, THEREFORE, in consideration of the sum of $10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, K. DEAN BUTLER does hereby set over, transfer and assign unto BELFER NATURAL GAS COMPANY subject to the approval of the Secretary of the Interior, an undivided 0.2958 % 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 title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

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 17 day of June, 1959.

K. Dean Butler
K. Dean Butler, P. O. Box 612, Grand Junction, Colorado.

STATE OF [illegible]
COUNTY OF [illegible]) SS.:

On this 17 day of June, 1959, before me personally appeared [illegible], to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 17 day of June, 1959.

My Commission Expires:
May 27, 1963

1050347-000
1255-00S

Wyoming — 6-57 — H.W.L.

Office Evanston WYOMING
EVANSTON 023053
Serial No.
Date of Lease January 1, 1948

ASSIGNMENT OF OIL AND GAS LEASE 29017

The undersigned as owner of the interest hereinafter specified in the oil and gas lease designated above, for good and valuable consideration, does hereby assign to THE CARTER OIL COMPANY, a corporation having an address at P. O. Box 801, Tulsa, Oklahoma, 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 reservation as herein noted.

1. Lands included in this assignment:

Township 27 North, Range 112 West 6th P. M., Wyoming

Section 11: $S\frac{1}{2}$
Section 13: $W\frac{1}{2}W\frac{1}{2}$
Section 14: $N\frac{1}{2}$
Section 15: $E\frac{1}{2}NE\frac{1}{4}$
Section 25: $E\frac{1}{2}$

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 26 19[illegible]
BUREAU OF LAND MANAGEMENT

2. Interest of Assignor in such land: 100 %

3. Extent of such interest conveyed to Assignee: 100 %

4. Overriding royalty reserved herein to Assignor: 2½ %

5. The overriding royalty herein reserved shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

7. Assignee may at its discretion release and surrender the lease assigned hereby according to applicable law and regulations.

8. Other provisions:

227308

RECORDED Dec. 27 19 89 8:00 A M
IN BOOK 84 O&G PAGE 743
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Assignment Approved Effective JAN 1 1958

Craig A. Dasher
Manager, Land Office
Box 929, Cheyenne, Wyoming

Assignor hereby represents and warrants to Assignee that the above described oil and gas lease is valid and subsisting, and that Assignor was and is qualified to hold the same.

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

EXECUTED and WITNESSED this 10th day of December 19 57

WITNESS:

Mildred L. Preston

W. A. Hayes
ASSIGNOR
W. A. Hayes

ASSIGNOR

See reverse side for acknowledgment

600457

743

STATE OF California
COUNTY OF Alameda } SS

(Individual—Wyo.)

On this 10th day of December 19 57 before me personally appeared W. A. Hayes to me known to be the person ~~XXXXX~~ described in and who executed the foregoing instrument, and acknowledged that he ~~XXXXXX~~ executed the same as his ~~XXXXXXX~~ free act and deed

My commission expires:

Mildred V. Preston
Notary Public

STATE OF
COUNTY OF } SS

(Individual—Wyo.)

On this day of 19 before me personally appeared

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF
COUNTY OF } SS

(Corporation—Wyo.)

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 President of a corporation and the the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 3 1963
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

00503 47-00
1255-005
CERTIFIED
... be a true and comparative c...
... of the official records on file

-JB- 28483
E 623053-A

OCT 26 1989
... MANAGEM...

ASSIGNMENT

THIS ASSIGNMENT made and entered into by and between W. A. Hayes

of 1900 Leimert Blvd., Oakland 2, California
hereinafter called ASSIGNOR and THE CARTER OIL COMPANY, a West Virginia corporation, with an office at Tulsa, Oklahoma, hereinafter called ASSIGNEE.

WITNESSETH, THAT, WHEREAS, the United States of America under date of January 1, 1948 granted to said ASSIGNOR an oil and gas lease bearing Serial No. E 623053 under and subject to the terms and provisions of the Act of Congress approved February 25, 1920 (Public Law 146), as amended, covering the following described land in Sublette County, State of Wyoming, to-wit:

227309

RECORDED Dec. 27 1989 8:00 A.M.
IN BOOK 84 of G PAGE 745
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

Township 27 North, Range 112 West
Section 15: S½SE¼

Sept 1 19...
Assignment Approved Effective
Craig A... [illegible]
Manager, ... Office
Box 920, ..., Wyoming

Containing 80.00 acres more or less

and other lands not involved herein.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and other good and valuable consideration in hand paid to the ASSIGNOR by the ASSIGNEE, the receipt whereof is hereby acknowledged, said ASSIGNOR does hereby grant, transfer, assign and set over unto said ASSIGNEE his leasehold interest and estate above mentioned and all of his right, title and interest in and to said lease as to the land described above, subject to the conditions hereof and subject to the approval of the Secretary of the Interior.

ASSIGNOR reserves an overriding royalty of Two and One Half per cent (2½ %) of the market value at the well of all oil and gas produced, saved and marketed from the above described premises pursuant to the oil and gas lease assigned hereby. The full amount of taxes required to be paid on such oil and gas, or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable to ASSIGNOR hereunder.

The overriding royalty interest hereinabove reserved includes, and is not in addition to any and all overriding royalty interest previously reserved or granted, conveyed and assigned to others by ASSIGNOR, or by prior lessees or optionors, and any such previously reserved overriding royalty interests shall be paid or accounted for out of the overriding royalty interest herein reserved.

ASSIGNEE may at any time and at its sole election and without prior notice to ASSIGNOR assign or surrender this lease as to part or all of the lands above described.

IN WITNESS WHEREOF, the ASSIGNOR has signed and sealed this instrument the ____ day of _____, 19 __.

WITNESSES:

K. Wellington — W. A. Hayes (seal)
W. A. Hayes

_____ (seal)
(Assignor)

(Use form of acknowledgment for State wherein lands lie.)

746

Form No. 4-1175
(July 1951)

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 023059 (a)
Date of Lease Jan. 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, for good and valuable consideration does hereby assign to W. A. Hayes, as his separate property, (Name and address)
1900 Leimert Blvd., Oakland 2, California

227310

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:
Twp. 27 N., Range 112 W., 6th PM, Sublette County, Wyoming.

Section 11: S½
Section : 15: E½E½
Section 14: N½
Section 13: N½N½
Section 25: E½

containing 1280 acres, more or less.

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

OCT 26 1953
Duly Qualified
BUREAU OF LAND MANAGEMENT

RECORDED...Abstracted...Indexed
IN BOOK 84 of G PAGE 746
FEES 6.00 Mrs. L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mrs. Lilly

2. Interest of assignor in such lands All
3. Extent of such interest conveyed to assignee All
4. Overriding royalty reserved herein to assignor 1½ (One and one-half per cent)
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved None (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 25 day of November 1953.

WITNESS: Marjorie R. Butler
Lindley L. Hillers

K. Penn Butler, Box 388, Eureka, Mont.
(Assignor's signature)
Lawrence Johnson
Lawrence Johnson, Lusk, Wyoming.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born Yes Naturalized .....
Corporation or other legal entity (specify what kind) .....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500 000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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

Executed and witnessed this Fifteenth day of February 19 54.

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

WITNESSES:
[redacted]
(Name and address)
[redacted]
Name and address)

W. A. Hayes
(Assignee's signature)
1900 Leimert Boulevard
(Address)
Oakland 2, California

Assignment approved effective [redacted]

THE UNITED STATES OF AMERICA

By [redacted]
(Signing officer)
[redacted]
(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).

56281 16—64894-1

[redacted] [redacted] [redacted]

CERTIFIED
to be a true and comparative copy
of the [illegible]

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INSTRUCTIONS

1. *Use of Form.*—This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 5 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an oustanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an individual lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4-1167 or 4-1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment for Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

Printed by WOLCOTTS
214 S. Spring St., Los Angeles 12, Calif

748

U. S. LAND OFFICE Evanston
DATE Nov 26-1948
HOUR 8 AM
Serial 023053

0050347-00
125-005

ASSIGNMENT

THIS ASSIGNMENT made and entered into by and between Henry B. Taylor of Big Piney, Wyoming, hereinafter called ASSIGNOR and K. Dean Butler, L. C. Jacox, and Lawrence Johnson of Lugk, Wyoming, as joint tenants and to the survivor of said named joint tenants, (and not as tenants in common), hereinafter called ASSIGNEE

W I T N E S S E T H

T H A T

WHEREAS, the United States of America under date of January 1, 1948, granted to said ASSIGNOR an oil and gas lease bearing serial number Evanston 023053 under and subject to the terms and provisions of the Act of Congress approved February 25, 1920 (Public No. 146) as amended covering the following described lands in Sublette County, State of Wyoming, to-wit:

227311

Township 27 North, Range 112 West, 6th P.M.

Section 11: S½
Section 13: W½NE¼
Section 14: NE¼
Section 15: E½NE¼
Section 25: E½
Section 27: W½
Containing 1,600.00 acres, more or less.

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 26 1988
Edward L. Kwiatkowski
BUREAU OF LAND MANAGEMENT

RECORDED Dec. 27 1948 AT 8:00 A.M.
IN BOOK 84 O&G PAGE 748
FEES $2.25 Mary L. Kyle COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar and other good and valuable consideration in hand paid to the ASSIGNOR by the ASSIGNEE, the receipt whereof is hereby acknowledged, said ASSIGNOR does hereby grant, transfer, assign and set over unto said ASSIGNEE his leasehold interest and estate above mentioned and all of his right, title, and interest in and to said lease as to the land described above, subject to the approval of the Secretary of the Interior.

In consideration of 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 their 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.

ASSIGNOR forever warrants and agrees to defend all right, title and interest in and to said oil and gas lease unto the said ASSIGNEE, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants against all acts and deeds of ASSIGNEE and all and every person whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have signed and sealed this instrument the 4 day of November 19 48.

WITNESSES:

Henry B. Taylor (SEAL)
Assignor

WITNESSES:

(SEAL)
Assignee

(SEAL)
Assignee

(SEAL)
Assignee

(SEAL)
Assignee

STATE OF WYOMING)
) SS.
COUNTY OF Converse)

On this 12th day of November, 1948, before me personally appeared Henry B. Taylor, known to me 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 12th day of November, 1948.

Notary Public

My commission expires:
My Commission Expires Jan. 8, 1952.

STATE OF WYOMING)
) SS.
COUNTY OF NIOBRARA)

On this 4th day of November, 1948, before me personally appeared K. Dean Butler, L. C. Jacox, and Lawrence Johnson, 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.

Given under my hand and seal this 4th day of November, 1948.

Notary Public

My commission expires:
October 1-1950

ASSIGNMENT APPROVED

Manager, District Land Office

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of the official record on file
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Form 4-218

0050347-00
Wilkinson 1255-005

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston Lander

Serial 020053

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JAN 1 1948 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Henry B. Taylor, Big Piney, Wyoming,**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

227312

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in ~~the district~~:

T. 27 N., R. 112 W., 6th P.M., Wyoming:
Sec. 11, S½;
" 13, W½W½;
" 14, W½;
" 15, E½E½;
" 25, W½;
" 27, W½,

X Acquired Land

RECORDED Dec. 27 1989 8:00 A.M.
IN BOOK 84 O&G PAGE 750
FEES 6.25 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jan Riley

containing ~~1600~~ 1580 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:
(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

Serial No. 53 184 (1) 2,23,48 - BLM

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Edith A. Kwiatek
MANAGEMENT

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Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

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

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

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(o) Reserved deposits.--To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) Overriding royalties.--To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

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BUREAU OF LAND MANAGEMENT

SEC. 3. The lessor expressly reserves:

(a) Rights reserved--Easements and rights-of-way.--The right to permit for joint or several use easements or rights-of-way, including easements in tunnels, upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.--Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the heliumm has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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of the official records on file

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By_____
Director of the Bureau of Land Management.

_____
Witnesses to signature of lessee.

_____
Lessee.

[illegible] and of which is the lessee's signature, see original lease on file in the Bureau of Land Management.

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of the [illegible] file
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BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

(*a*) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

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BUREAU OF LAND MANAGEMENT

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

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.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

RECEIVED
FEB 15 1960
Bureau of
Land Management
Land Office
Cheyenne, Wyoming

0050347-000
1255005

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This overriding royalty assignment made this 11th day of January, 1960, by and between Ruth E. Antrobus, whose address is 2655 Irving Denver, Colorado, hereinafter called "Assignor"; and BELCO PETROLEUM CORPORATION, whose address is 630 Third Avenue, New York 17, N. Y., hereinafter called "Assignee".

WITNESSETH:

WHEREAS, "Assignor" is the owner and holder of certain overriding royalty interests in U. S. Oil and Gas Leases situated in Sublette County, Wyoming, more particularly set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Ruth E. Antrobus does hereby set over and assign unto BELCO PETROLEUM CORPORATION, subject to the approval of the Secretary of the Interior all of her overriding royalty interests in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the lands more particularly described in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases more particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances of title as "Assignee" may reasonably request to properly vest in "Assignee" the title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that she is the lawful owner of the interest hereby transferred and assigned; that she 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 she 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 11th day of January, 1960.

227313

RECORDED Dec. 27 19 89 8:00 A M
IN BOOK 84 O & G PAGE 757
FEES $14.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Ruth E. Antrobus
Ruth E. Antrobus, 2655 Irving, Denver, Colo.

...TIFIED
...comparative copy
...records on file

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

On this 11th day of January, 1960, before me personally appeared Ruth E. Antrobus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOT ...TIFIED
...NOWLEDGEMENT

Witness my hand and seal this 11th day of January, 1960.

Marguerite Offutt
Notary Public

My Commission Expires: June 12, 1961.

RECEIVED
FEB 15 1960
Bureau of
Land Management
Land Office
Cheyenne, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This overriding royalty assignment made this 11th day of January, 1960, by and between E. S. Sprague, Derby, Colorado, hereinafter called "Assignor", whose address is 6331 Pontiac and BELCO PETROLEUM CORPORATION, whose address is 630 Third Avenue, New York 17, N. Y., hereinafter called "Assignee".

WITNESSETH:

WHEREAS, "Assignor" is the owner and holder of certain overriding royalty interests in U. S. Oil and Gas Leases situated in Sublette County, Wyoming, more particularly set forth in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged E. S. Sprague does hereby set over and assign unto BELCO PETROLEUM CORPORATION, subject to the approval of the Secretary of the Interior all of his overriding royalty interests in and to the oil and gas and other hydrocarbon substances produced, saved and sold from the lands more particularly described in Exhibit "A" attached hereto, under and pursuant to the oil and gas leases more particularly set forth in said Exhibit "A".

"Assignor" agrees to execute such further instruments and assurances of title as "Assignee" may reasonably request to properly vest in "Assignee" the title to the overriding royalty interest hereby transferred and assigned.

"Assignor" hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

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 11th day of January, 1960.

E. S. Sprague

APPROVED
to be a true and comparative copy
of the official records on file
OCT 28 1960
SUPERVISOR LAND MANAGEMENT

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

On this 11th day of January, 1960, before me personally appeared E. S. Sprague to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 11th day of January, 1960

Notary Public

My Commission Expires June 12, 1961.

DIGITIZED
A true and correct comparative copy
of the original records on file
OCT 28 1959
BUREAU OF LAND MANAGEMENT

Description	Acres	Serial No. & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N., R. 112W. Sec. 23: NE¼, S½	480.00	Evanston 025354 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 23: NW¼	160.00	Evanston 025354C - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 14: SE¼	160.00	Evanston 025350 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 14: SW¼	160.00	Evanston 025500 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 26: All Sec. 27: E½	960.00	Evanston 025548 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 22: W½SE¼	160.00	Evanston 025550 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 22: E½E½	320.00	Evanston 025548 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 27: W½	320.00	Evanston 025550 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 11: Lots 1, 2, E½W½, SW¼SW¼	236.68	Evanston 025552 - 1/1/48	.062%	.062%
T. 27N., R. 112W. Sec. 22: W½	320.00	Evanston 025548 - 1/1/48	.062%	.062%

759

760

Description	Acres	Serial No. & Date of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N., R. 112W. Sec. 25: SW¼	160.00	Evanston 023034A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: W½SE¼	80.00	Evanston 023057A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: SW¼	160.00	Evanston 023066A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 10: Lots 6, 8, E½SW¼ Sec. 15: Lot 1, E½NW¼, SW¼NW¼	293.16	Evanston 023066 - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 10: SE¼ Sec. 12: SW¼ Sec. 13: E½W½ Sec. 15: W½NE¼ Sec. 24: E½W½	720.00	Evanston 023057 - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 15: E½SE¼	80.00	Evanston 023053A - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 11: S½ Sec. 13: W½W½ Sec. 14: N½ Sec. 15: E½NE¼ Sec. 25: E½	1200.00	Evanston 023053 - 1/1/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 24: W½NW¼	80.00	Evanston 023050B - 1/1/48	.0372%	.0372%

CERTIFIED
a true and comparative copy
the original records on file
OCT 26 1953
BUREAU OF LAND MANAGEMENT

[illegible]	Acres	[illegible] Serial Number of Lease	Assignor's Interest	Assignor's Interest Conveyed Herein to Assignee
T. 27N., R. 112W. Sec. 24: W½SW¼	80.00	[illegible] 023050A - 1/2/48	.0372%	.0372%
T. 27N., R. 112W. Sec. 25: NW¼	160.00	[illegible] 023034B - 1/2/48	.0372%	.0372%

CERTIFIED
to be a true and comparative co
of the [illegible] file

OCT 2
BUREAU O

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